

EXHIBIT A

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Dear Kevin M. Kelly,

The legal paper you electronically presented for filing has been reviewed by the Office of Judicial Records and is deemed filed as noted below.

The following information is provided for your records:

Caption:
FARMINGTON CASUALTY CO A/S/O THE ESTATE OF THOMAS HIGHLAND V
Case Number: 230300532

Date Reviewed and Accepted:
March 6, 2023 10:02 am EDT/DST

Date Presented to the Office of Judicial Records for Filing
and Date Deemed Filed:
March 06, 2023 08:45 am EDT/DST
Type of Pleading/Legal Paper:
COMPLAINT

E-File No.: 2303010026
Confirmation No.: 4B5D20426
Personal Reference No.: Highland
Filing Fee: \$ 643.17

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Final Cover
https://fjdefile.phila.gov/efsfd/zk_ealib.open_doc?h=KcOnWydTe5_f1Jk

Highland .pdf
https://fjdefile.phila.gov/efsfd/zk_ealib.open_doc?h=KdPnVxdUf5!e2Jk

You must serve [the](#) above legal paper and any related notice, order or legal paper on all parties as required by Pa.R.C.P.No.400 et seq.

You are reminded that Pa. O.C. Rule 4.7(c) requires that a hard copy of the legal paper you have filed electronically shall be signed and, as applicable, verified concurrently with the electronic filing of the legal paper, and shall be maintained by you for five (5) years after the final disposition of the case.

At the request of any party, you must produce for inspection the original or a hard copy of a legal paper or exhibit within fourteen (14) days, or the court, upon motion, may grant appropriate sanctions.

THANK YOU,

ERIC FEDER
DEPUTY COURT ADMINISTRATOR
DIRECTOR, OFFICE OF JUDICIAL RECORDS

D I S C L A I M E R

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Court of Common Pleas of Philadelphia County
Trial Division**Civil Cover Sheet**

For Prothonotary Use Only (Docket Number)

MARCH 2023**000532**

E-Filing Number: 2303010026

PLAINTIFF'S NAME FARMINGTON CASUALTY CO A/S/O THE ESTATE OF THOMAS HIGHLAND		DEFENDANT'S NAME HP INC	
PLAINTIFF'S ADDRESS 1 TOWER SQUARE HARTFORD CT 06183		DEFENDANT'S ADDRESS 1501 PAGE MILL RD PALO ALTO CA 94304	
PLAINTIFF'S NAME		DEFENDANT'S NAME PENTELEDA	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS 540 DELAWARE AVE PALMERTON PA 18071	
PLAINTIFF'S NAME		DEFENDANT'S NAME	
PLAINTIFF'S ADDRESS		DEFENDANT'S ADDRESS	
TOTAL NUMBER OF PLAINTIFFS 1	TOTAL NUMBER OF DEFENDANTS 2	COMMENCEMENT OF ACTION <input checked="" type="checkbox"/> Complaint <input type="checkbox"/> Petition Action <input type="checkbox"/> Notice of Appeal <input type="checkbox"/> Writ of Summons <input type="checkbox"/> Transfer From Other Jurisdictions	
AMOUNT IN CONTROVERSY <input type="checkbox"/> \$50,000.00 or less <input checked="" type="checkbox"/> More than \$50,000.00	COURT PROGRAMS <input type="checkbox"/> Arbitration <input type="checkbox"/> Mass Tort <input type="checkbox"/> Commerce <input type="checkbox"/> Settlement <input checked="" type="checkbox"/> Jury <input type="checkbox"/> Savings Action <input type="checkbox"/> Minor Court Appeal <input type="checkbox"/> Minors <input type="checkbox"/> Non-Jury <input type="checkbox"/> Petition <input type="checkbox"/> Statutory Appeals <input type="checkbox"/> W/D/Survival <input type="checkbox"/> Other: _____		
CASE TYPE AND CODE 1G - SUBROGATION ACTION			
STATUTORY BASIS FOR CAUSE OF ACTION			
RELATED PENDING CASES (LIST BY CASE CAPTION AND DOCKET NUMBER)		IS CASE SUBJECT TO COORDINATION ORDER? YES NO	
		FILED PRO PROTHY MAR 06 2023 G. IMPERATO	
TO THE PROTHONOTARY: Kindly enter my appearance on behalf of Plaintiff/Petitioner/Appellant: <u>FARMINGTON CASUALTY CO A/S/O THE ESTATE OF THOMAS HIGHLAND</u> Papers may be served at the address set forth below.			
NAME OF PLAINTIFF'S/PETITIONER'S/APPELLANT'S ATTORNEY KEVIN M. KELLY		ADDRESS WILLIAM J. FERREN & ASSOCIATES PO BOX 2903 HARTFORD CT 06104	
PHONE NUMBER (215) 274-1719	FAX NUMBER (215) 833-4262		
SUPREME COURT IDENTIFICATION NO. 87413		E-MAIL ADDRESS kmkelly2@travelers.com	
SIGNATURE OF FILING ATTORNEY OR PARTY KEVIN KELLY		DATE SUBMITTED Monday, March 06, 2023, 08:45 am	

WILLIAM J. FERREN & ASSOCIATES

By: Kevin M. Kelly, Esquire

Attorney ID No.: 87413

PO Box 2903

Hartford, CT 06104-2903

(215) 274-1719

kmkelly2@travelers.com

Counsel for Plaintiff,

Farmington Casualty Company

a/s/o The Estate of Thomas R. Highland

Filed and Attested by the
Office of Judicial Records
06 MAR 2023 08:45 am
IMPERATO

FARMINGTON CASUALTY COMPANY

as subrogee of THE ESTATE OF

THOMAS R. HIGHLAND

1 Tower Square

Hartford, CT 06183

Plaintiff,

v.

HP INC.

1501 Page Mill Rd.

Palo Alto, CA 94304

and

PENTELEDATA

540 Delaware Ave

Palmerton, Pa. 18071

Defendants

PHILADELPHIA COUNTY

NO.

JURY TRIAL DEMANDED

NOTICE TO DEFEND

NOTICE

You have been sued in court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the complaint of for any other claim or relief requested by the plaintiff. You may lose money or property or other rights important to you.

You should take this paper to your lawyer at once. If you do not have a lawyer or cannot afford one, go to or telephone the office set forth below to find out where you can get legal help.

Philadelphia Bar Association

Lawyer Referral and Information Service
One Reading Center
Philadelphia, Pennsylvania 19107
(215) 238-6333 TTY
(215) 451-6197

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademias, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder dinero o sus propiedades u otros derechos importantes para usted.

Lleve esta demanda a un abogado inmediatamente. Si no tiene abogado o si no tiene el dinero suficiente de pagar tal servicio. Vaya en persona o llame por telefono a la oficina cuya direccion se encuentra escrita abajo para averiguar donde se puede conseguir asistencia legal.

Asociacion De Licenciados
De Filadelfia Servicio De Referencia E Informacion Legal
One Reading Center
Filadelfia, Pennsylvania 19107
(215) 238-6333 TTY
(215) 451-6197

WILLIAM J. FERREN & ASSOCIATES

By: Kevin M. Kelly, Esquire

Attorney ID No.: 87413

PO Box 2903

Hartford, CT 06104-2903

(215) 274-1719

kmkelly2@travelers.com

Counsel for Plaintiff,

Farmington Casualty Company

a/s/o The Estate of Thomas R. Highland

FARMINGTON CASUALTY COMPANY

as subrogee of THE ESTATE OF

THOMAS R. HIGHLAND

1 Tower Square

Hartford, CT 06183

Plaintiff,

v.

HP INC.

1501 Page Mill Rd.

Palo Alto, CA 94304

and

PENTELEDATA

540 Delaware Ave

Palmerton, Pa. 18071

Defendants

PHILADLEPHIA COUNTY

NO.

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff, Farmington Casualty Company a/s/o The Estate of Thomas R. Highland, by and through its attorneys, William J. Ferren & Associates, hereby file its Complaint against Defendants, HP Inc. and PenTeleData, and in support thereof, aver as follows:

PARTIES

1. Plaintiff, Farmington Casualty Company a/s/o The Estate of Thomas R. Highland (hereinafter "Plaintiff"), is a Connecticut corporation with a primary business address of One Tower Square, Hartford, Connecticut 06183-3004.

2. Plaintiff insured the residential home owned by its subrogor, Thomas R. Highland and Lynn S. Highland (hereinafter “Highland”), located at 405 Center Ave, Jim Thorpe, Pa. 18229 (the “subject property”), in Carbon County, which sustained significant damages as a result of the incident set forth below.

3. At all times relevant, Plaintiff had an insurance policy with Highland.

4. At all times relevant, Plaintiff made certain payments under the terms of the insurance policy to Highland, which was in full force and effect at the time of the accident.

5. Plaintiff became subrogated to the rights of Highland because of the aforementioned payments, the insurance policy and Pennsylvania law.

6. As a result of the fire more fully described below, Lynn S. Highland suffered life ending injuries and she died on May 30, 2021.

7. Lynne S. Highland was survived by her husband, Thomas R. Highland, and daughter, Jordan E. McCoy.

8. As a result of the fire more fully described below, Thomas R. Highland suffered life ending injuries and he died on March 25, 2022.

9. Thomas R. Highland was survived by his daughter, Jordan E. McCoy.

10. On April 19, 2022, Jordan E. McCoy became the executrix of the Estate of Thomas R. Highland.

11. HP Inc., (hereinafter “HP” or “Defendants”) is a Delaware corporation with a principal place of business located at 1501 Page Mill Rd., Palo Alto, CA 94304 and regularly conducts business in the Commonwealth of Pennsylvania and Philadelphia County. HP regularly conducts significant business in, and has sufficient minimum contacts with, or otherwise intentionally avails itself of the markets of the Commonwealth of Pennsylvania and specifically Philadelphia County through its business operations and sale of its products/services in Philadelphia

County, to include: regularly conducting business in Philadelphia through its sale of products and provision of services in Philadelphia County from which it generated significant dollars of business income.

12. At all times relevant hereto, HP was in the business of designing, manufacturing, assembling, selling, servicing, distributing and/or marketing laptop computers, including the one owned by Highland (hereinafter “subject computer”) at issue in this case.

13. PenTeleData (hereinafter “PTD” or “Defendants”) is a Pennsylvania corporation and/or limited liability company and/or partnership with a principal place of business located at 540 Delaware Ave, Palmerton, Pa. 18071 and regularly conducts business in the Commonwealth of Pennsylvania and Philadelphia County. PTD regularly conducts significant business in, and has sufficient minimum contacts with, or otherwise intentionally avails itself of the markets of the Commonwealth of Pennsylvania and specifically Philadelphia County through its business operations and sale of its products/services in Philadelphia County, to include: regularly conducting business in Philadelphia County for decades through its sale of products and provision of services in Philadelphia County from which it generated millions of dollars of business income.

14. At all times relevant hereto, PTD was in the business of selling, distributing and/or marketing laptop computers, including the subject computer at issue in this case.

JURISDICTION AND VENUE

15. This Court has jurisdiction over the Defendants because Defendants either have a principal place of business in Pennsylvania, are incorporated in Pennsylvania, or are registered to do business in Pennsylvania, have consented to jurisdiction in Pennsylvania and/or do sufficient business in, or have sufficient minimum contacts with, or otherwise intentionally avail itself of the markets of the Commonwealth of Pennsylvania through its business operations in Pennsylvania.

16. Venue is properly laid in Philadelphia County pursuant to Pennsylvania Rules

of Civil Procedure 1006 and 2179, including because Defendants regularly conduct business in Philadelphia and/or may be served there.

STATEMENT OF FACTS

17. Plaintiff incorporates by reference the preceding averments as though set forth at length herein.

18. Prior to May 30, 2021, Defendants designed, manufactured, assembled, tested, inspected, marketed, distributed, and placed into the stream of commerce the subject computer, and its component parts, said product being intended for use by consumers for the ordinary purpose associated with such computer.

19. Prior to May 30, 2021, Plaintiff purchased the subject computer from Defendants for use at the subject property.

20. Prior to May 30, 2021, Plaintiff operated and used the subject computer in a foreseeable, normal, ordinary, and intended manner.

21. Prior to May 30, 2021, Plaintiff never experienced any problems with the functionality of the subject computer.

22. On May 30, 2021, the subject computer malfunctioned and/or failed causing fire damage at the subject property.

23. The failure of the subject computer caused extensive damages to Plaintiff's subrogor, as well as the imposition of additional expenses and hardship.

24. At all times relevant hereto, the subject computer was not modified, changed, altered, misused or abused by Plaintiff, or any other users, after it was placed into the stream of commerce by the Defendants.

25. At all times material hereto, the Defendants knew, and intended, that members

of the public would use their product, and they furthermore knew of the specific uses, purposes and requirements for which the subject computer would be utilized.

26. The Defendants designed, manufactured, assembled, tested, inspected, marketed, distributed and placed into the stream of commerce the subject computer in a dangerous and defective condition.

27. As a direct and proximate result of the aforementioned defects, Plaintiff's subrogor sustained the damages described herein.

28. At all times relevant, Farmington Casualty Company (hereinafter "Travelers"), had an insurance policy with the Highland. Travelers made certain payments under the terms of the policy, which was in full force and effect at the time of the incident. Because of said payments, Travelers became subrogated to the rights of its subrogor. Thus, Travelers' claimed damages are fixed in the amount of what it paid to its subrogor, which are in excess of \$50,000.00.

29. The aforementioned subject computer malfunction and failure was directly and proximately caused by the Defendants as more fully described below.

COUNT I – STRICT LIABILITY - HP

30. Plaintiff incorporates herein by reference the above paragraphs as though same were fully set forth at length.

31. HP is engaged in the business of designing, manufacturing, testing, inspecting, assembling, selling and distributing laptop computers, as well as their component parts, and furthermore specifically designed, manufactured, tested, inspected, assembled, sold, distributed and placed into the stream of commerce the subject computer at issue in this case.

32. The subject computer was not modified, changed, altered, misused, or abused after HP placed the product into the stream of commerce.

33. HP knew, and intended, that the subject computer would be used by members of the general public, and furthermore knew of the specific uses, purposes and requirements for which said product would be utilized.

34. HP designed, tested, inspected, manufactured, sold and/or distributed into the stream of commerce the subject computer, including its component parts, in a dangerous and defective condition, which ultimately led to a catastrophic failure and/or malfunction.

35. HP designed, manufactured, tested, inspected, sold and/or distributed the subject computer in a defective condition, unreasonably dangerous to Plaintiff, as well as other consumers.

36. HP knew, or should have known, that the computer would, and did, reach Plaintiff without substantial change in the condition in which it was originally selected and sold.

37. The subject computer was not altered in any manner that caused or contributed to the fire after the product originally left the possession of HP.

38. Plaintiff operated the computer in a foreseeable, normal, ordinary and intended manner at all relevant times.

39. The malfunction and failure, and resulting damages, were caused by the acts and/or omissions of HP, by and through its agents, servants, employees and/or representatives, acting within the course and scope of their employment and/or authority, for which HP is liable for the following reasons:

- a. failing to design, manufacture, inspect, assemble, market and/or distribute a properly functioning and defect-free computer, which after reasonable and foreseeable use malfunctioned and/or catastrophically failed;
- b. failing to properly design, manufacture, inspect, assemble, market and/or distribute the electrical components of the subject computer;
- c. failing to properly determine that the computer, including its component parts, were not in a safe condition, and free of all material defects;

- d. designing, manufacturing, inspecting, assembling, marketing and/or distributing the subject computer when it knew, or should have known, that the product was unsafe and unfit for its intended use;
- e. designing, manufacturing, inspecting, assembling, marketing and/or distributing the subject computer when it knew, or should have known, that the product would be inadequate for the reasons for which it was purchased;
- f. designing, manufacturing, inspecting, assembling, marketing and/or distributing a computer which had unreasonably dangerous electrical components that caused the product to catastrophically fail and/or malfunction;
- g. designing, manufacturing, inspecting, assembling, marketing and/or distributing a dangerously defective computer that it knew, or reasonably should have known, exposed users to an unreasonable risk of harm;
- h. failing to properly and adequately design, manufacture, inspect, assemble, test, market, sell, and/or distribute the subject computer, including its electrical components, prior to introducing the product into the stream of commerce;
- i. failing to provide adequate and sufficient warnings and instructions with respect to the product, which rendered it defective and unreasonably dangerous;
- j. designing, manufacturing, inspecting, assembling, marketing, and/or distributing the subject computer in a defective condition which rendered the product hazardous and dangerous for its contemplated and intended use;
- k. designing, manufacturing and distributing a dangerously defective computer, including its component parts, that it knew, or reasonably should have known, exposed users to an unreasonable risk of fire;
- l. the subject computer was dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics;
- m. the probability of injury times the gravity of injury under the current design of the subject computer is more than the cost of an alternative reasonable design plus the diminished utility resulting from modifying the design;
- n. common experience teaches that the failure and malfunction would not have occurred in the subject computer in the absence of a defect;
- o. failing to properly and adequately design, manufacture, inspect, assemble, test, market, sell, and/or distribute the subject computer, including its electrical components and batteries, prior to introducing the product into the stream of commerce; and
- p. the foreseeable risks associated with the design of the subject computer exceed all benefits.

40. The aforementioned defects, or defective conditions, existed at the time that

HP placed the subject computer into the stream of commerce.

41. The defective, unreasonably dangerous and unsafe condition of the subject computer were a direct and proximate cause of the damages and business interruption sustained by Plaintiff.

42. For these reasons, HP is strictly liable to Plaintiff under Section 402A of the Restatement (2d) of Torts and the applicable law of the Commonwealth of Pennsylvania.

43. As a direct and proximate result of the aforementioned defects, Plaintiff's subrogor sustained damages to their real and personal property and additional expenses.

WHEREFORE, Plaintiff, Farmington Casualty Company a/s/o The Estate of Thomas R. Highland, demands judgment in their favor and against Defendants, HP Inc. and PenTeleData, in an amount in excess of \$50,000.00, plus interest, costs of suit, delay damages, and such other relief as the Court deems appropriate under the circumstances.

COUNT II – NEGLIGENCE - HP

44. Plaintiff incorporates herein by reference the above paragraphs as though same were fully set forth at length.

45. The aforementioned damages were the direct and proximate result of the negligence and carelessness of HP – by and through its employees, agents, technicians, vendors, subcontractors, and/or servants – as is more specifically described below:

- a. failing to manufacture, assemble, sell, design, transport, distribute and/or market a properly functioning product;
- b. failing to properly inspect and/or test the product and/or its component parts;
- c. failing to properly determine that the product and/or its component parts were not in compliance with applicable standards;
- d. failing to provide safe and adequate warnings or instructions with the product;
- e. designing, manufacturing, marketing, distributing and/or selling the product when it knew or should have known that the product and/or its component parts would be inadequate for the reasons for which it was purchased;
- f. failing to adequately instruct, supervise and/or train servants, employees and agents as to the proper ways to perform the tasks set forth in subparagraph (a)-

- (e);
- g. failing to adequately warn Plaintiff and others of the dangers and hazardous conditions resulting from the conduct set forth in subparagraph (a)-(e) above;
- h. failing to provide, establish, and/or follow proper and adequate controls so as to ensure the proper performance of the tasks set forth in subparagraph (a)-(e) above;
- i. failing to properly monitor the work of all agents and/or employees during the performance of the tasks set forth in subparagraph (a)-(e) above to ensure compliance with applicable safety procedures;
- j. failing to retain competent, qualified and/or able agents, employees or servants to perform the tasks set forth in subparagraph (a)-(e) above;
- k. failing to perform the tasks set forth in subparagraph (a)-(e) above in conformity with the prevailing industry and governmental specifications and standards; and/or
- l. violating the standards of care prescribed by statutes, rules, regulations, ordinances, codes, and/or industry customs applicable to this action.

46. As a direct and proximate result of the aforementioned defects, Plaintiff's subrogor sustained damages, business interruption and additional expenses.

WHEREFORE, Plaintiff, Farmington Casualty Company a/s/o The Estate of Thomas R. Highland, demands judgment in their favor and against Defendants, HP Inc. and PenTeleData, in an amount in excess of \$50,000.00, plus interest, costs of suit, delay damages, and such other relief as the Court deems appropriate under the circumstances.

COUNT III – BREACH of WARRANTIES - HP

47. Plaintiff incorporates herein by reference the above paragraphs as though same were fully set forth at length.

48. At the time of the sale and/or distribution of the product, HP had reason to know the particular purpose to which the subject computer would be used (i.e. residential home use) and that it was being relied upon to furnish a suitable product.

49. In light of the negligence, breaches, failures and harms alleged herein, HP

breached the implied warranty of fitness for a particular purpose as set out in the Uniform Commercial Code (hereinafter “UCC”) at 13 Pa. C.S.A. § 2-315 in that the product was not fit for the particular purpose for which such products are required under normal operation.

50. In addition, HP breached its implied warranty of merchantability as set out in 13 Pa. C.S.A. § 2-314 (c) in that the product was not fit for the ordinary uses for which the product was used.

51. In addition, HP breached any and all express warranties made or relating to the product that became part of the basis of the bargain for sale of the product in violation of 13 Pa. C.S.A. § 2-313.

52. HP has better access to all written forms of said warranties and therefore is not prejudiced by Plaintiff’s inability to attach them hereto.

53. Plaintiff’s damages as set forth above occurred as a direct and proximate result of the breach by HP of its implied warranties of fitness for a particular purpose and merchantability as set out in 13 Pa. C.S.A. § 2-315 and § 2-314, and as a result of the breach of its expressed warranties in violation of 13 Pa. C.S.A. § 2-313.

54. Plaintiff has met any and all conditions precedent to recovery for such breaches.

55. As a direct and proximate result of the aforementioned defects, Plaintiff’s subrogor sustained damages to their real and personal property and additional expenses.

WHEREFORE, Plaintiff, Farmington Casualty Company a/s/o The Estate of Thomas R. Highland, demands judgment in their favor and against Defendants, HP Inc. and PenTeleData, in an amount in excess of \$50,000.00, plus interest, costs of suit, delay damages, and such other relief as the Court deems appropriate under the circumstances.

COUNT IV – STRICT LIABILITY - PTD

56. Plaintiff incorporates herein by reference the above paragraphs as though same were fully set forth at length.

57. PTD is engaged in the business of marketing, selling and distributing computers, as well as their component parts, and PTD furthermore specifically marketed, sold, distributed and placed into the stream of commerce the subject computer at issue in this case.

58. The subject computer was not modified, changed, altered, misused, or abused after PTD placed the product into the stream of commerce.

59. PTD knew, and intended, that the subject computer would be used by members of the general public, and furthermore knew of the specific uses, purposes and requirements for which said product would be utilized.

60. PTD marketed, sold and/or distributed into the stream of commerce the subject computer, including its component parts, in a dangerous and defective condition, which ultimately led to a catastrophic failure and/or malfunction.

61. PTD marketed, sold and/or distributed the subject computer in a defective condition, unreasonably dangerous to Plaintiff, as well as other consumers.

62. PTD knew, or should have known, that the computer would, and did, reach Plaintiff without substantial change in the condition in which it was originally selected and sold.

63. The subject computer was not altered in any manner that caused or contributed to the malfunction and failure after the product originally left the possession of PTD.

64. Plaintiff operated the computer in a foreseeable, normal, ordinary and intended manner at all relevant times.

65. The malfunction and failure, and resulting damages, were caused by the acts

and/or omissions of PTD, by and through its agents, servants, employees and/or representatives, acting within the course and scope of their employment and/or authority, for which PTD is liable for the following reasons:

- a. failing to design, manufacture, inspect, assemble, market and/or distribute a properly functioning and defect-free computer, which after reasonable and foreseeable use malfunctioned and/or catastrophically failed;
- b. failing to properly design, manufacture, inspect, assemble, market and/or distribute the electrical components of the subject computer;
- c. failing to properly determine that the computer, including its component parts, were not in a safe condition, and free of all material defects;
- d. designing, manufacturing, inspecting, assembling, marketing and/or distributing the subject computer when it knew, or should have known, that the product was unsafe and unfit for its intended use;
- e. designing, manufacturing, inspecting, assembling, marketing and/or distributing the subject computer when it knew, or should have known, that the product would be inadequate for the reasons for which it was purchased;
- f. designing, manufacturing, inspecting, assembling, marketing and/or distributing a computer which had unreasonably dangerous electrical components that caused the product to catastrophically fail and/or malfunction;
- g. designing, manufacturing, inspecting, assembling, marketing and/or distributing a dangerously defective computer that it knew, or reasonably should have known, exposed users to an unreasonable risk of harm;
- h. failing to properly and adequately design, manufacture, inspect, assemble, test, market, sell, and/or distribute the subject computer, including its electrical components, prior to introducing the product into the stream of commerce;
- i. failing to provide adequate and sufficient warnings and instructions with respect to the product, which rendered it defective and unreasonably dangerous;
- j. designing, manufacturing, inspecting, assembling, marketing, and/or distributing the subject computer in a defective condition which rendered the product hazardous and dangerous for its contemplated and intended use;
- k. designing, manufacturing and distributing a dangerously defective computer, including its component parts, that it knew, or reasonably should have known, exposed users to an unreasonable risk of failure and/or malfunction;
- l. the subject computer was dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics;
- m. the probability of injury times the gravity of injury under the current design of

the subject computer is more than the cost of an alternative reasonable design plus the diminished utility resulting from modifying the design;

- n. common experience teaches that the fire would not have occurred in the subject computer in the absence of a defect;
- o. failing to properly and adequately design, manufacture, inspect, assemble, test, market, sell, and/or distribute the subject computer, including its electrical components and batteries, prior to introducing the product into the stream of commerce; and
- p. the foreseeable risks associated with the design of the subject computer exceed all benefits.

66. The aforementioned defects, or defective conditions, existed at the time that PTD placed the subject computer into the stream of commerce.

67. The defective, unreasonably dangerous and unsafe condition of the subject computer were a direct and proximate cause of the damages sustained by Plaintiff.

68. For these reasons, PTD is strictly liable to Plaintiff under Section 402A of the Restatement (2d) of Torts and the applicable law of the Commonwealth of Pennsylvania.

69. As a direct and proximate result of the aforementioned defects, Plaintiff's subrogor sustained damages, business interruption and additional expenses.

WHEREFORE, Plaintiff, Farmington Casualty Company a/s/o The Estate of Thomas R. Highland, demands judgment in their favor and against Defendants, HP Inc. and PenTeleData, in an amount in excess of \$50,000.00, plus interest, costs of suit, delay damages, and such other relief as the Court deems appropriate under the circumstances.

COUNT V – NEGLIGENCE - PTD

70. Plaintiff incorporates herein by reference the above paragraphs as though same were fully set forth at length.

71. The aforementioned damages were the direct and proximate result of the negligence and carelessness of PTD – by and through its employees, agents, technicians, vendors, subcontractors, and/or servants – as is more specifically described below:

- a. failing to manufacture, assemble, sell, design, transport, distribute and/or market a properly functioning product;
- b. failing to properly inspect and/or test the product and/or its component parts;
- c. failing to properly determine that the product and/or its component parts were not in compliance with applicable standards;
- d. failing to provide safe and adequate warnings or instructions with the product;
- e. designing, manufacturing, marketing, distributing and/or selling the product when PTD knew or should have known that the product and/or its component parts would be inadequate for the reasons for which it was purchased;
- f. failing to adequately instruct, supervise and/or train servants, employees and agents as to the proper ways to perform the tasks set forth in subparagraph (a)-(e);
- g. failing to adequately warn Plaintiff and others of the dangers and hazardous conditions resulting from the conduct set forth in subparagraph (a)-(e) above;
- h. failing to provide, establish, and/or follow proper and adequate controls so as to ensure the proper performance of the tasks set forth in subparagraph (a)-(e) above;
- i. failing to properly monitor the work of all agents and/or employees during the performance of the tasks set forth in subparagraph (a)-(e) above to ensure compliance with applicable safety procedures;
- j. failing to retain competent, qualified and/or able agents, employees or servants to perform the tasks set forth in subparagraph (a)-(e) above;
- k. failing to perform the tasks set forth in subparagraph (a)-(e) above in conformity with the prevailing industry and governmental specifications and standards; and/or
- l. violating the standards of care prescribed by statutes, rules, regulations, ordinances, codes, and/or industry customs applicable to this action.

72. As a direct and proximate result of the aforementioned defects, Plaintiff's subrogor sustained damages, business interruption and additional expenses.

WHEREFORE, Plaintiff, Farmington Casualty Company a/s/o The Estate of Thomas R. Highland, demands judgment in their favor and against Defendants, HP Inc. and PenTeleData, in an amount in excess of \$50,000.00, plus interest, costs of suit, delay damages, and such other relief as the Court deems appropriate under the circumstances.

COUNT VI – BREACH of WARRANTIES - PTD

73. Plaintiff incorporates herein by reference the above paragraphs as though same were fully set forth at length.

74. At the time of the sale and/or distribution of the product, PTD had reason to know the particular purpose to which the subject computer would be used (i.e. residential home use) and that it was being relied upon to furnish a suitable product.

75. In light of the negligence, breaches, failures and harms alleged herein, PTD breached the implied warranty of fitness for a particular purpose as set out in the Uniform Commercial Code (hereinafter “UCC”) at 13 Pa. C.S.A. § 2-315 in that the product was not fit for the particular purpose for which such products are required under normal operation.

76. In addition, PTD breached its implied warranty of merchantability as set out in 13 Pa. C.S.A. § 2-314 (c) in that the product was not fit for the ordinary uses for which the product was used.

77. In addition, PTD breached any and all express warranties made or relating to the product that became part of the basis of the bargain for sale of the product in violation of 13 Pa. C.S.A. § 2-313.

78. PTD has better access to all written forms of said warranties and therefore is not prejudiced by Plaintiff’s inability to attach them hereto.

79. Plaintiff’s damages as set forth above occurred as a direct and proximate result of the breach by PTD of its implied warranties of fitness for a particular purpose and merchantability as set out in 13 Pa. C.S.A. § 2-315 and § 2-314, and as a result of the breach of its expressed warranties in violation of 13 Pa. C.S.A. § 2-313.

80. Plaintiff has met any and all conditions precedent to recovery for such

breaches.

81. As a direct and proximate result of the aforementioned defects, Plaintiff's subrogor sustained damages, business interruption and additional expenses.

WHEREFORE, Plaintiff, Farmington Casualty Company a/s/o The Estate of Thomas R. Highland, demands judgment in their favor and against Defendants, HP Inc. and PenTeleData, in an amount in excess of \$50,000.00, plus interest, costs of suit, delay damages, and such other relief as the Court deems appropriate under the circumstances.

WILLIAM J. FERREN & ASSOCIATES

By: /s/ Kevin M. Kelly
KEVIN M. KELLY, ESQUIRE
PA ID 87413
PO Box 2903
Hartford, CT 06104
215-274-1719
Counsel for Plaintiff,
Farmington Casualty Company
a/s/o The Estate of Thomas R. Highland

Date: March 6, 2023

VERIFICATION

I, Maurice L. BrownIPH3598

, under the penalties of perjury, state that I am a representative of Farmington Casualty Company a/s/o The Estate of Thomas R. Highland (“Travelers”); that I am authorized to make this verification on behalf of Travelers, that I have read the Complaint; that I do not have, and am informed that no single officer or agent of Travelers has personal knowledge of all matters set forth in the Complaint; that the Complaint was prepared by counsel from information provided by myself and certain employees from Travelers who were designated to assemble such material and are based on their personal knowledge or that of other persons who were consulted and on examination of records maintained by Travelers during the regular course of business; and that upon information and belief the Complaint is true and correct to the best of my knowledge after due inquiry.

A handwritten signature in black ink, appearing to read "Maurice L. Brown", is written above a solid horizontal line.

EXHIBIT B

IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION

Filed and Attested by the
Office of Judicial Records
25 MAY 2023 10:37 am
G. IMPERATO

**JORDAN E. McCOY, individually and as the
ADMINISTRATRIX OF THE ESTATE OF
LYNN SMITH-HIGHLAND, deceased, and
the EXECUTRIX OF THE ESTATE OF
THOMAS R. HIGHLAND, deceased.**

953 Daughertys Run Road
Williamsport, PA 17701

Plaintiff,

v.

**HP, INC.,
formerly known as, Hewlett-Packard
Company,
1501 Page Mill Road
Palo Alto, CA 94304**

and

**AGILENT HP, INC.,
1501 Page Mill Road
Palo Alto, CA 94304**

and

**PENTELEDATA LIMITED PARTNERSHIP
610 3rd Street
Palmerton, PA 18071**

and

**PENTELEDATA, INC.
540 Delaware Avenue
Palmerton, PA 18071**

Defendants.

MAY TERM 2023

CASE NO.:

JURY TRIAL DEMANDED

NOTICE TO DEFEND

You have been sued in Court. If you wish to defend against the claims set forth in the following pages, you must take action within twenty (20) days after this Complaint and notice are served, by entering a written appearance personally or by attorney and filing in writing with the

Case ID: 230502695

Court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so, the case may proceed without you and a judgment may be entered against you by the Court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

AVISO

Le han demandado a usted en la corte. Si usted quiere defenderse de estas demandas expuestas en las paginas siguientes, usted tiene veinte (20) dias de plazo al partir de la fecha de la demanda y la notificacion. Hace falta asentar una comparencia escrita o en persona o con un abogado y entregar a la corte en forma escrita sus defensas o sus objeciones a las demandas en contra de su persona. Sea avisado que si usted no se defiende, la corte tomara medidas y puede continuar la demanda en contra suya sin previo aviso o notificacion. Ademas, la corte puede decidir a favor del demandante y requiere que usted cumpla con todas las provisiones de esta demanda. Usted puede perder.

LLEVE ESTA DEMANDA A UN ABOGADO IMMEDIATAMENTE. SI NO TIENE ABOGADO O SI NO TIENE EL DINERO SUFICIENTE DE PAGAR TAL SERVICIO. VAYA EN PERSONA O LLAMEPOR TELEFONO A LA OFICINA CUYA DIRECCION SE ENCUENTRA ESCRITA ABAJO PARA AVERIGUAR DONDE SE PUEDE CONSEGUIR.

**Philadelphia Bar Association
Lawyer Referral and Information Service
One Reading Center
Philadelphia, Pennsylvania 19107
(215) 238-6333; TTY (215) 451-6197**

**IN THE COURT OF COMMON PLEAS OF PHILADELPHIA COUNTY
FIRST JUDICIAL DISTRICT OF PENNSYLVANIA
CIVIL TRIAL DIVISION**

**JORDAN E. McCOY, individually and as the
ADMINISTRATRIX OF THE ESTATE OF
LYNN SMITH-HIGHLAND, deceased, and
the EXECUTRIX OF THE ESTATE OF
THOMAS R. HIGHLAND, deceased.**

953 Daughertys Run Road
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Plaintiff,

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**HP, INC.,
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1501 Page Mill Road
Palo Alto, CA 94304**

and

**AGILENT HP, INC.,
1501 Page Mill Road
Palo Alto, CA 94304**

and

**PENTELEDATA LIMITED PARTNERSHIP
610 3rd Street
Palmerton, PA 18071**

and

**PENTELEDATA, INC.
540 Delaware Avenue
Palmerton, PA 18071**

Defendants.

MAY TERM 2023

CASE NO.:

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff, Jordan E. McCoy, in her individual capacity and as Administratrix of the
Estate of Lynn Smith-Highland and the Executrix of the Estate of Thomas R. Highland,

by and through her undersigned counsel, DE LUCA LEVINE LLC, hereby bring this action against Defendants, HP Inc. (formerly Hewlett-Packard Co.), Agilent HP, Inc., PenTeleData Limited Partnership and PenTeleData, Inc, and in support thereof aver as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff, Jordan E. McCoy, is an adult person and resident of the Commonwealth of Pennsylvania residing at 953 Daughertys Run Road, Williamsport, Pennsylvania 17701.

2. Plaintiff, Jordan E. McCoy, is the daughter of adult decedents, Lynn Smith-Highland and Thomas R. Highland.

3. Lynn Smith-Highland, deceased, died intestate on May 30, 2021. At the time of her death, Lynn Smith-Highland, deceased, born January 31, 1958, was sixty – three (63) years of age, married to Thomas R. Highland, decedent, and resided at 405 Center Avenue, Jim Thorpe, Pennsylvania 18229.

4. On or about May 2, 2023, Plaintiff, Jordan E. McCoy was granted Letters Testamentary on the estate of Decedent, Lynn Smith-Highland, by the Register of Wills, Carbon County, Pennsylvania.

5. Thomas R. Highland, deceased, died on March 25, 2022. At the time of his death, Decedent, Thomas R. Highland, born May 14, 1960, was sixty-one (61) years of age, married to Lynn Smith-Highland, Decedent, and resided at 405 Center Avenue, Jim Thorpe, Pennsylvania 18229.

6. On or about April 19, 2022, Plaintiff Jordan E. McCoy was granted Letters Testamentary on the estate of Decedent, Thomas R. Highland, by the Register of Wills, Carbon County, Pennsylvania.

7. Decedents are survived by their adult child, Plaintiff, Jordan E. McCoy; the aforesaid individual is the sole beneficiary of the estates.

8. Plaintiff, Jordan E. McCoy, files these Wrongful Death and Survival Actions individually, and in her capacity as the Administratrix of Estate of Lynn Smith-Highland and the Executrix of Thomas R. Highland, deceased adults.

9. All persons who are entitled by law to recover damages based upon the death of the Decedents are represented in this action.

10. At all times material hereto, Defendant HP, Inc. (formerly known as Hewlett-Packard Company) (hereinafter "HP") was, upon belief and information, a Delaware corporation with its primary place of business at the above-captioned address, that was authorized to do business within the Commonwealth of Pennsylvania.

11. Upon information and belief, HP is in the business of, *inter alia*, designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce personal computers, laptops, printers and other electronic equipment in and through Philadelphia County, Pennsylvania. Upon information and belief, HP regularly conducts significant business in, and has sufficient minimum contacts with, or otherwise intentionally avails itself of the markets of the Commonwealth of Pennsylvania and specifically Philadelphia County through its business operations and sale of its products and services in Philadelphia

County, to include: regularly conducting business in Philadelphia through its sale of products and services in from which it generates significant business income.

12. At all times material hereto, Defendant Agilent HP, Inc. (hereinafter “Agilent HP”) was, upon belief and information, a Delaware corporation with its primary place of business at the above-captioned address, that was authorized to do business within the Commonwealth of Pennsylvania.

13. Upon information and belief, Agilent HP is in the business of, *inter alia*, designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce personal computers, laptops, printers and other electronic equipment in and through Philadelphia County, Pennsylvania. Upon information and belief, Agilent HP regularly conducts significant business in, and has sufficient minimum contacts with, or otherwise intentionally avails itself of the markets of the Commonwealth of Pennsylvania and specifically Philadelphia County through its business operations and sale of its products and services in Philadelphia County, to include: regularly conducting business in Philadelphia through its sale of products and services in from which it generates significant business income.

14. At all times material hereto, PenTeleData Limited Partnership (“PenTeleData LP”) was, upon belief and information, a Pennsylvania corporation with its primary place of business at the above-captioned address that was authorized to do business within the Commonwealth of Pennsylvania.

15. Upon information and belief, PenTeleData is in the business of, *inter alia*, designing, manufacturing, assembling, testing, importing, selling, distributing, marketing, delivering and placing into the stream of commerce laptops and printers in and through

Philadelphia County, Pennsylvania. Upon information and belief, PenTeleData LP regularly conducts significant business in, and has sufficient minimum contacts with, or otherwise intentionally avails itself of the markets of the Commonwealth of Pennsylvania and specifically Philadelphia County through its business operations and sale of its products and services in Philadelphia County, to include: regularly conducting business in Philadelphia through its sale of products and services in from which it generates significant business income.

16. At all times material hereto, PenTeleData, Inc. was, upon belief and information, a Pennsylvania corporation with its primary place of business at the above-captioned address that was authorized to do business within the Commonwealth of Pennsylvania.

17. Upon information and belief, PenTeleData, Inc. is in the business of, *inter alia*, designing, manufacturing, assembling, testing, importing, selling, distributing, marketing, delivering and placing into the stream of commerce laptops and printers in and through Philadelphia County, Pennsylvania. Upon information and belief, PenTeleData, Inc. regularly conducts significant business in, and has sufficient minimum contacts with, or otherwise intentionally avails itself of the markets of the Commonwealth of Pennsylvania and specifically Philadelphia County through its business operations and sale of its products and services in Philadelphia County, to include: regularly conducting business in Philadelphia through its sale of products and services in from which it generates significant business income.

STATEMENT OF FACTS

18. Plaintiff incorporates by reference the preceding averments as though set forth at length herein.

19. HP and/or Agilent HP designed, manufactured, assembled, tested, inspected, marketed, branded, distributed, sold and placed into the stream of commerce personal computers, laptops, rechargeable lithium ion batteries and chargers – including the laptop computer and its component parts that are at issue in this case – being intended for use by consumers for the ordinary purpose associated with personal computing.

20. PenTeleData LP or PenTeleData, Inc. designed, manufactured, assembled, tested, imported, sold, distributed, marketed, delivered and placed into the stream of commerce laptops and their component parts, including the laptop computer and its component parts that are at issue in this case.

21. Prior to May 30, 2021, Lynn Smith-Highland and Thomas R. Highland, purchased the laptop computer at issue in this case from PenTeleData LP or PenTeleData, Inc. at 528 Delaware Avenue, Palmerton, PA 18071.

22. At all times material hereto, Lynn Smith-Highland and Thomas R. Highland used the subject laptop in an ordinary, reasonable and foreseeable manner.

23. At all times material hereto, the subject laptop, which was designed, manufactured, assembled, tested, inspected, marketed, distributed, sold and placed into the stream of commerce by Defendants, was not modified, changed altered or abused post-sale.

24. At all times material hereto, Lynn Smith-Highland and Thomas R. Highland stored the subject laptop in the front room of their home while it was not in use.

25. On May 30, 2021, the subject laptop suddenly and unexpectedly burst into flames and quickly spread fire to nearby combustibles, causing the home to be engulfed with flames and smoke.

26. Lynn Smith-Highland was asleep in the dwelling's spare bedroom on the second floor when the fire began.

27. Lynn Smith-Highland became trapped on the second floor. She was eventually rescued by the Jim Thorpe Municipal Fire Department and transported to St. Luke's Hospital, where she was pronounced dead as a result of smoke inhalation and/or the effects of fire.

28. Thomas R. Highland was asleep in the dwelling's second floor master bedroom when the fire began.

29. Thomas R. Highland first became aware that something was wrong when he woke up in his bed choking and gasping for air. Disoriented, Mr. Highland walked downstairs to investigate the source of the smoke. He discovered flame and heat coming from the dwelling's living room. Mr. Highland initially exited the property, but quickly reentered in search of his wife. Eventually, the smoke and heat were too much to bear and he was forced to exit the dwelling a final time.

30. Thomas R. Highland suffered significant and severe burns as a result of the fire and smoke inhalation. Emergency responders transported Mr. Highland to Lehigh Valley Hospital-Cedar Crest, where, among other treatment, he was placed into a medically induced coma for a period of time. Mr. Highland endured months of treatment, surgeries and rehabilitation, which caused him undue pain and suffering.

31. On March 25, 2022, Thomas R. Highland, was pronounced dead due to complications from smoke inhalation injuries and/or effects of the fire.

32. The Highlands' real and personal property were also destroyed in the fire.

33. At all times material hereto, Defendants knew and intended that the subject laptop would be used by members of the general public, and knew of the specific uses, purposes and requirements for which said product would be utilized.

34. Defendants designed, manufactured, assembled, tested, inspected, marketed, distributed, sold and placed into the stream of commerce the subject laptop, including its component parts, in a defective condition.

35. Due to the unreasonably dangerous and defective condition of the subject laptop, as described throughout this Complaint, Lynn Smith-Highland and Thomas R. Highland were caused to suffer severe personal injuries, indignities, humiliation and death.

36. As set forth more fully below, Defendants engaged in careless and negligent conduct, which caused, increased the risk of harm, and/or was a substantial contributing causal factor that resulted in Plaintiff, Jordan E. McCoy's damages, which include Lynn Smith-Highland's and Thomas R. Highland's deaths, damages, and, but are not limited to, the following:

- a) Death;
- b) Smoke Inhalation;
- c) Burns;
- d) Cardiac arrest;
- e) Bleeding;

- f) Hypoxia;
- g) Disfigurement;
- h) Pain and suffering;
- i) Loss of life's pleasures;
- j) Mental anguish;
- k) Embarrassment;
- l) Lost wages;
- m) Loss of earning capacity;
- n) Funeral expenses;
- o) Medical expenses;
- p) Property damage;
- q) All damages allowable under the Survival Act, 42 Pa. C.S.A. §8302, the applicable Rules of Civil Procedure and the decisional law interpreting the Survival Act, including the total estimated future earning power less the cost of personal maintenance, and/or pain and suffering endured by Lynn Smith-Highland and Thomas R. Highland prior to their deaths, including but not limited to, physical pain and suffering, mental pain and suffering, mental suffering, loss of life's pleasures, disfigurement and humiliation; and
- r) All damages allowable under the Wrongful Death Act, 42 Pa. C.S.A. § 8301, the applicable Rules of Civil Procedure and all decisional law interpreting the Wrongful Death Act, including damages for medical, funeral, and burial expenses, expenses of administration, monetary support

Lynn Smith-Highland and Thomas R. Highland would have provided during their lifetime, the value of services provided or which could have been expected to have been performed in the future by support Lynn Smith-Highland and Thomas R. Highland, and all pecuniary losses suffered as a result of their deaths.

COUNT I – STRICT LIABILITY
Plaintiff v. Defendants

37. Plaintiff incorporates by reference the preceding averments as though set forth at length herein.

38. At all times material hereto, Defendants designed, manufactured, assembled, tested, inspected, marketed, branded, distributed, sold and placed into the stream of commerce laptops, incorporated with rechargeable batteries, chargers and other component parts, and specifically designed, manufactured, assembled, tested, inspected, marketed, branded, distributed, sold and placed into the stream of commerce the laptop at issue in this case.

39. The subject laptop, which was sold in a defective condition, was used in a foreseeable, normal, ordinary and intended manner at all relevant times and was not modified, changed, altered or abused post-sale.

40. The subject laptop was in the same, or substantially similar condition, as when the product left the control of Defendants at the time that it failed catastrophically and burst into flames.

41. Defendants knew, or should have known, that the subject laptop would, and did, reach users without substantial change in the condition in which originally selected and sold.

42. Defendant knew and intended that its laptop would be used by members of the general public, and knew of the specific uses, purposes and requirements for which said laptops would be utilized.

43. Defendants designed, manufactured, assembled, tested, inspected, marketed, branded, distributed, sold and placed into the stream of commerce the subject laptop in a defective condition, which caused it to catastrophically fail and/or malfunction on the date in question.

44. Defendants designed, manufactured, assembled, tested, inspected, marketed, branded, distributed, sold and placed into the stream of commerce the subject laptop in a defective condition, unreasonably dangerous to Lynn Smith-Highland and Thomas R. Highland, and their property.

45. At all times material hereto, Defendants knew or should have known of the foreseeable risk of fire related injuries inherent in the design of its laptop.

46. The subject laptop did not perform as safely as an ordinary consumer would have expected it to perform when used in a reasonably foreseeable way.

47. Further, a reasonable person would conclude that the possibility and seriousness of harm outweighs the burden or cost of making the subject laptop safe.

48. The subject laptop contained design, manufacturing and/or warning defects, which caused the harm alleged herein, when it left Defendants' control.

49. The subject laptop was defective, subjecting Defendants to strict liability, in one or more of the following respects:

- a. failing to design, manufacture, inspect, assemble, distribute, test and/or market a properly functioning and defect-free laptop, which after reasonable and foreseeable use malfunctioned and/or catastrophically failed;

- b. failing to properly design, manufacture, inspect, assemble, distribute, test and/or market the subject laptop free from defect;
- c. failing to properly determine that the subject laptop was not in a safe condition and free of all material defects, which after reasonable and foreseeable use catastrophically failed and/or malfunctioned;
- d. designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce the subject laptop when it knew or should have known that it was unsafe and unfit for its intended use;
- e. designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce the subject laptop when it knew or should have known that it would be inadequate for the reasons for which it was purchased;
- f. designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce the subject laptop which was unreasonably dangerous, causing it to catastrophically fail and/or malfunction;
- g. designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce a product which lacked all necessary safety features to protect users of said product;
- h. designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce an unreasonably dangerous and defective laptop that Defendants knew or reasonably should have known exposed users to an unreasonable risk of harm;
- i. failing to properly and adequately design, manufacture, assemble, test, inspect, market, brand, distribute and sell the subject laptop prior to introducing it into the stream of commerce;
- j. failing to provide adequate and sufficient warnings and instructions with respect to the subject laptop, which rendered it defective and unreasonably dangerous;
- k. designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce the subject laptop in a defective condition

because it catastrophically failed and/or malfunctioned rendering it hazardous and dangerous for its contemplated and intended use;

- l. designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce the subject laptop in a defective condition because its component parts, including, but not limited to, its lithium ion battery, charger, electrical wiring and/or connections failed or malfunctioned in a catastrophic fire condition;
- m. the subject laptop is an unreasonably dangerous product one that is dangerous to an extent beyond that which would be contemplated by the ordinary consumer who purchases it, with the ordinary knowledge common to the community of its characteristics;
- n. the subject laptop is an unreasonably dangerous because the probability of injury times the gravity of injury under the current product design is more than the cost of an alternative reasonable design plus the diminished utility resulting from modifying the design;
- o. common experience teaches that the fire would not have occurred in the subject laptop in the absence of a defect;
- p. the foreseeable risks associated with the design of the subject laptop exceed all benefits;
- q. the subject laptop was designed, manufactured and sold such that it could ignite under normal and foreseeable operation causing heat and fire to property and person;
- r. the subject laptop was designed, manufactured and sold such that its lithium ion battery was subject to degradation through self-discharge;
- s. the subject laptop was designed, manufactured and sold such that its lithium ion battery was subject to short circuits;
- t. the subject laptop was designed, manufactured and sold such that its lithium ion battery was subject to electrical short or circuit failure at the location of electrical activity;
- u. the subject laptop was designed, manufactured and sold such that its lithium ion battery was subject to thermal runaway;
- v. the subject laptop was designed, manufactured and sold such that it could not recognize the weak battery and trigger a shut down of the computer before thermal runaway could occur.

- w. failing to adequately inform and warn purchasers and ultimate users of the laptop's high propensity for instability to produce heat, ignite, explode and/or cause fires;
- x. designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce the subject laptop with dangerous design defects in its lithium ion battery, electrical circuitry, wiring, plug and/or other components of the laptop; and
- y. malfunction of the lithium ion battery, electrical wiring, circuitry, plug and/or other components of the laptop.

50. The defectiveness and unreasonably dangerous conditions of the subject laptop were direct and proximate causes of Plaintiff, Jordan E. McCoy's and Plaintiff Decedents, Lynn Smith-Highland's and Thomas R. Highland's, severe and permanent injuries and damages, as previously set forth herein.

51. Defendants are strictly liable to Plaintiff for designing, manufacturing and failing to warn of the dangers of a defective and unreasonably dangerous laptop. The inherent risks associated with the subject laptop outweighed the benefits of its use, as a safer alternative design was economically and technologically feasible at the time the product left the control of Defendants.

52. Alternatively, the subject laptop "malfunctioned" as that term is used in *Ducko v. Chrysler Motors Co.*, 639 A.2d 1204 (Pa. Super 1994) (citing *Rogers v. Johnson & Johnson Products, Inc.*, 565 A.2d 751, 754 (Pa. 1989)).

WHEREFORE, Plaintiff demands judgment in her favor and against Defendants, HP Inc. (formerly Hewlett-Packard Co.), Agilent HP, Inc., PenTeleData Limited Partnership and PenTeleData, Inc., jointly and severally, for compensatory damages in a sum in excess of fifty thousand dollars (\$50,000.00), exclusive of punitive damages, pre-

judgment interest, post-judgment interest and costs, and for such other relief as this Honorable Court shall deem appropriate under the circumstances.

COUNT II – NEGLIGENCE
Plaintiff v. Defendants

53. Plaintiff incorporate by reference the preceding averments as though set forth at length herein.

54. At all times material hereto, Defendants owed a duty to consumers, like Plaintiff and Decedents, to use reasonable care in the way it designed, manufactured, assembled, tested, marketed, branded, distributed and sold laptops, including the subject laptop.

55. At all times material hereto, Defendants knew or should have known of the foreseeable risk of fire injuries inherent in its laptops, including the subject laptop.

56. Defendants breached the duty of care it assumed to consumers and were negligent, and careless in designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce the subject laptop in one or more of the following respects:

- a. carelessly and negligently failing to design, manufacture, test, inspect, assemble, market, sell, distribute and/or place into the stream of commerce a properly functioning and defect-free laptop, which after reasonable and foreseeable use malfunctioned and/or catastrophically failed;
- b. carelessly and negligently failing to properly design, manufacture, test, inspect, assemble, market, sell, distribute place into the stream of commerce the subject laptop free from defects, capable of functioning in a safe and appropriate manner;
- c. carelessly and negligently failing to properly determine that the laptop was not in a safe condition, and free of all material defects, capable of functioning in a safe and appropriate manner;

- d. carelessly and negligently designing, manufacturing, testing, inspecting, assembling, marketing, selling, distributing and/or placing into the stream of commerce the subject laptop when Defendants knew, or should have known, that the product was unsafe and unfit for its intended use;
- e. carelessly and negligently designing, manufacturing, testing, inspecting, assembling, marketing, selling, distributing and/or placing into the stream of commerce the subject laptop when Defendants knew, or should have known, that the product would be inadequate for the reasons for which it was purchased;
- f. carelessly and negligently designing, manufacturing, testing, inspecting, assembling, marketing, selling, distributing and/or placing into the stream of commerce the subject laptop that had unreasonably dangerous components that caused the product to catastrophically fail and/or malfunction;
- g. carelessly and negligently designing, manufacturing, testing, inspecting, assembling, marketing, selling, distributing and/or placing into the stream of commerce a dangerous and defective laptop that Defendant knew, or reasonably should have known, exposed users to an unreasonable risk of harm;
- h. carelessly and negligently failing to properly and adequately design, manufacture, test, inspect, assemble, market, sell, distribute the subject laptop prior to introducing the product into the stream of commerce;
- i. carelessly and negligently failing to provide adequate and sufficient warnings and instructions with respect to the product, which rendered it defective and unreasonably dangerous;
- j. carelessly and negligently designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce the subject laptop which was unreasonably dangerous, causing it to catastrophically fail and/or malfunction;
- k. carelessly and negligently designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce an unreasonably dangerous and defective laptop that Defendants knew or reasonably should have known exposed users to an unreasonable risk of harm;
- l. carelessly and negligently failing to properly and adequately design, manufacture, assemble, test, inspect, market, brand,

distribute and sell the subject laptop prior to introducing it into the stream of commerce;

- m. carelessly and negligently failing to provide adequate and sufficient warnings and instructions with respect to the subject laptop;
- n. carelessly and negligently designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce the subject laptop because it failed rendering it hazardous and dangerous for its contemplated and intended use;
- o. carelessly and negligently designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce the subject laptop because it failed or malfunctioned in a catastrophic fire condition;
- p. carelessly and negligently designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce the subject laptop because it could ignite under normal and foreseeable operation causing heat and fire to property and person;
- q. carelessly and negligently designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce the subject laptop in a manner that its lithium ion battery was subject to degradation through self-discharge;
- r. carelessly and negligently designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce the subject laptop in a manner that its lithium ion battery was subject to short circuits;
- s. carelessly and negligently designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce the subject laptop in a manner that its lithium ion battery was subject to electrical short or circuit failure;
- t. carelessly and negligently designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce the subject laptop in a manner that its lithium ion battery was subject to thermal runaway;

- u. carelessly and negligently designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce the subject laptop in a manner that it could not recognize the weak battery and trigger a shut down of the computer before thermal runaway could occur;
- v. carelessly and negligently failing to adequately inform and warn purchasers and ultimate users of the laptop's high propensity for instability to produce heat, ignite, explode and/or cause fires;
- w. carelessly and negligently designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce a product which lacked all necessary safety features to protect users of said product;
- x. carelessly and negligently failing to issue any post-sale modifications or additional warnings in an effort to eliminate the unreasonably dangerous nature of the laptop; and
- y. carelessly and negligently designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce the subject laptop with dangerous and hazardous defects in its lithium ion battery, electrical circuitry, wiring, plug and/or other components of the laptop.

57. Defendants negligence and carelessness in designing, manufacturing, assembling, testing, inspecting, marketing, branding, distributing, selling and placing into the stream of commerce the subject laptop were the direct and proximate cause of Plaintiff, Jordan E. McCoy's and Plaintiff Decedents, Lynn Smith-Highland's and Thomas R. Highland's, severe and permanent injuries and damages, as previously set forth herein.

WHEREFORE, Plaintiff demands judgment in her favor and against Defendants, HP Inc. (formerly Hewlett-Packard Co.), Agilent HP, Inc., PenTeleData Limited Partnership and PenTeleData, Inc., jointly and severally, for compensatory damages in a sum in excess of fifty thousand dollars (\$50,000.00), exclusive of punitive damages, pre-

judgment interest, post-judgment interest and costs, and for such other relief as this Honorable Court shall deem appropriate under the circumstances.

COUNT III – BREACH OF EXPRESS WARRANTIES
Plaintiff v. Defendants

58. Plaintiff incorporates by reference the preceding averments as though set forth at length herein.

59. Defendants expressly warranted that the subject laptop was safe and effective to members of the consuming public, including Plaintiff.

60. More specifically, Defendants expressly warranted that the subject laptop was compliant with the applicable product safety standards.

61. The subject laptop does not conform to these express representations because it was prone to produce heat, ignite and/or explode causing fire.

62. Defendants breached any and all express warranties made or relating to the product that became a part of the basis of the bargain for sale of the product in violation of Pa. C.S.A. 2-313.

63. Defendants have better access to all written forms of said warranties and therefore is not prejudices by Plaintiff's inability to attach them hereto.

64. Therefore, Defendants breached its express warranties to the consuming public, including, but not limited to, Plaintiff.

65. As a direct and proximate result of the Defendants' breach of express warranties, Lynn Smith-Highland and Thomas R. Highland suffered death, injuries and damages set forth herein, entitling them to damages.

66. Plaintiff has met all and any conditions precedent to recover for such breaches.

WHEREFORE, Plaintiff demands judgment in her favor and against Defendants, HP Inc. (formerly Hewlett-Packard Co.), Agilent HP, Inc., PenTeleData Limited Partnership and PenTeleData, Inc., jointly and severally, for statutory and compensatory damages in a sum in excess of fifty thousand dollars (\$50,000.00), exclusive of punitive damages, pre-judgment interest, post-judgment interest and costs, and for such other relief as this Honorable Court shall deem appropriate under the circumstances.

COUNT IV – BREACH OF IMPLIED WARRANTIES

Plaintiff v. Defendants

67. Plaintiff incorporates by reference the preceding averments as though set forth at length herein.

68. Defendants designed, manufactured, assembled, tested, marketed, branded, distributed, sold and placed into the stream of commerce the subject laptop with an implied warranty that it was fit for the particular purpose of operating safely, knowing that consumers would rely on their skill and/or judgment to furnish suitable goods.

69. Members of the consuming public, including consumers such as Plaintiff, was the intended third-party beneficiaries of the warranty.

70. The subject laptop was not fit for the particular purpose as a safe means for normal, ordinary and foreseeable use, due to the unreasonable risks of bodily injury and death associated with its use.

71. Plaintiff in this case reasonably and justifiably relied on Defendants' representations that the subject laptop was safe to put to normal, ordinary and foreseeable use.

72. In light of the negligence, breaches, failures and harms alleged herein, Defendants breached the implied warranty of fitness for a particular purpose as set for in

the Uniform Commercial Code at 13 Pa. C.S.A. 2-315 in that the product was not fit for its particular purpose for which such products are required under normal conditions.

73. In addition, Defendants breached the implied warranty of merchantability as set out in 13 Pa. C.S.A. 2-314 (c) in that the product was not fit for the ordinary uses which the product was used.

74. Plaintiff's damages as set forth above occurred as a direct and proximate result of Defendants breach of its implied warranties of fitness for a particular purpose and merchantability as set out in 13 Pa. C.S.A. 2-315 and 2-314.

75. Plaintiff has met all and any conditions precedent to recover for such breaches.

WHEREFORE, Plaintiff demands judgment in her favor and against Defendants, HP Inc. (formerly Hewlett-Packard Co.), Agilent HP, Inc., PenTeleData Limited Partnership and PenTeleData, Inc., jointly and severally, for compensatory damages in a sum in excess of seventy-five thousand dollars (\$50,000.00), exclusive of pre-judgment interest, post-judgment interest and costs and for such other relief as this Honorable Court shall deem appropriate under the circumstances.

FIRST CAUSE OF ACTION – WRONGFUL DEATH (LYNN SMITH-HIGHLAND)

Plaintiff v. Defendants

76. Plaintiff incorporates by reference the preceding averments as though set forth at length herein.

77. Plaintiff brings this action under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

78. Under the Wrongful Death Act, Lynn Smith-Highland left surviving the following persons who may be entitled to recover damages: Jordan E. McCoy, daughter.

79. As a result of the negligence of Defendants set forth herein, Lynn Smith-Highland was caused serious and grave injuries including death, resulting in an entitlement to damages by said beneficiaries under the Wrongful Death Act.

80. Plaintiff, as the Administratrix of the Estate of Lynn Smith-Highland, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not limited to, damages for medical, hospital, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing Lynn Smith-Highland's death, damages for monetary support that Lynn Smith-Highland would have provided to the beneficiaries during her lifetime, damages for services provided or which could have been expected to have been performed in the future by Lynn Smith-Highland, and damages for the value of the Lynn Smith-Highland's life and loss of companionship, comfort, society, guidance, solace, and protection, and also damages for the emotional and psychological losses suffered by the beneficiaries named herein.

81. On behalf of the Wrongful Death Act beneficiary, Plaintiff claims damages for all pecuniary loss and expenses suffered by the beneficiary.

82. On behalf of the Wrongful Death Act beneficiary, Plaintiff claims the full measure of damages allowed under the Wrongful Death Act and the decisional law interpreting said Act.

WHEREFORE, Plaintiff demands judgment in her favor and against Defendants, HP Inc. (formerly Hewlett-Packard Co.), Agilent HP, Inc., PenTeleData Limited Partnership and PenTeleData, Inc., jointly and severally, for statutory and compensatory

damages in a sum in excess of fifty thousand dollars (\$50,000.00), exclusive of punitive damages, pre-judgment interest, post-judgment interest and costs, and for such other relief as this Honorable Court shall deem appropriate under the circumstances.

SECOND CAUSE OF ACTION – SURVIVAL ACTION (LYNN SMITH-HIGHLAND)
Plaintiff v. Defendants

83. Plaintiff incorporates by reference the preceding averments as though set forth at length herein.

84. Plaintiff brings this Survival Action on behalf of the Estate of Lynn Smith-Highland, under and by virtue of 42 Pa. C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

85. The persons entitled to the Estate of Lynn Smith-Highland are as follows: Jordan E. McCoy, daughter.

86. As a result of the negligence of Defendants, as set forth above, Lynn Smith-Highland was caused serious and grave injuries including death resulting in the entitlement to damages under the Survival Act.

87. On behalf of the Survival Act beneficiaries, the Administratrix claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to Lynn Smith-Highland's estates, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of Lynn Smith-Highland's death, damages for the pain, suffering, and inconvenience endured by Lynn Smith-Highland prior to her death, including but not limited to, physical pain and suffering, mental pain and suffering, and

the fright and mental suffering attributed to the peril leading to Lynn Smith-Highland's death.

88. Plaintiff claims the full measure of damages under the Survival Act and decisional law interpreting said Act.

WHEREFORE, Plaintiff demands judgment in her favor and against Defendants, HP Inc. (formerly Hewlett-Packard Co.), Agilent HP, Inc., PenTeleData Limited Partnership and PenTeleData, Inc., jointly and severally, for compensatory damages in a sum in excess of seventy-five thousand dollars (\$50,000.00), exclusive of pre-judgment interest, post-judgment interest and costs and for such other relief as this Honorable Court shall deem appropriate under the circumstances.

**THIRD CAUSE OF ACTION – WRONGFUL DEATH (THOMAS R.
HIGHLAND)
Plaintiff v. Defendants**

89. Plaintiff incorporates by reference the preceding averments as though set forth at length herein.

90. Plaintiff brings this action under and by virtue of the Wrongful Death Act, 42 Pa. C.S.A. §8301, and the applicable Rules of Civil Procedure and decisional law.

91. Under the Wrongful Death Act, Thomas R. Highland left surviving the following persons who may be entitled to recover damages: Jordan E. McCoy, daughter.

92. As a result of the negligence of Defendants set forth herein, Thomas R. Highland, was caused serious and grave injuries including death, resulting in an entitlement to damages by said beneficiaries under the Wrongful Death Act.

93. Plaintiff, as the Executrix of the Estate of Thomas R. Highland, claims the full measure of damages recoverable under the Wrongful Death Act, including, but not

limited to, damages for medical, hospital, funeral and burial expenses and expenses of administration necessitated by reason of injuries causing Thomas R. Highland's death, damages for monetary support that Thomas R. Highland would have provided to the beneficiaries during his lifetime, damages for services provided or which could have been expected to have been performed in the future by Thomas R. Highland, and damages for the value of the Thomas R. Highland's life and loss of companionship, comfort, society, guidance, solace, and protection, and also damages for the emotional and psychological losses suffered by the beneficiaries named herein.

94. On behalf of the Wrongful Death Act beneficiary, Plaintiff claims damages for all pecuniary loss and expenses suffered by the beneficiary.

95. On behalf of the Wrongful Death Act beneficiary, Plaintiff claims the full measure of damages allowed under the Wrongful Death Act and the decisional law interpreting said Act.

WHEREFORE, Plaintiff demands judgment in her favor and against Defendants, HP Inc. (formerly Hewlett-Packard Co.), Agilent HP, Inc., PenTeleData Limited Partnership and PenTeleData, Inc., jointly and severally, for statutory and compensatory damages in a sum in excess of fifty thousand dollars (\$50,000.00), exclusive of punitive damages, pre-judgment interest, post-judgment interest and costs, and for such other relief as this Honorable Court shall deem appropriate under the circumstances.

**FOURTH CAUSE OF ACTION – SURVIVAL ACTION (THOMAS R.
HIGHLAND)
Plaintiff v. Defendants**

96. Plaintiff incorporates by reference the preceding averments as though set forth at length herein.

97. Plaintiff brings this Survival Action on behalf of the Estate of Thomas R. Highland under and by virtue of 42 Pa. C.S.A. §8302, and the applicable Rules of Civil Procedure and decisional law.

98. The persons entitled to the Estate of Thomas R. Highland, deceased, are as follows: Jordan E. McCoy, daughter.

99. As a result of the negligence of Defendants, as set forth above, Thomas R. Highland was caused serious and grave injuries including death resulting in the entitlement to damages under the Survival Act.


100. On behalf of the Survival Act beneficiaries, the Executrix claims all damages available under the Survival Act, including damages for loss of earnings and economic loss to Thomas R. Highland's estate, damages for medical expenses, damages for the loss of life's pleasures, damages for all loss of income, retirement, and Social Security income as a result of Thomas R. Highland's death, damages for the pain, suffering, and inconvenience endured by Thomas R. Highland prior to his death, including but not limited to, physical pain and suffering, mental pain and suffering, and the fright and mental suffering attributed to the peril leading to Thomas R. Highland's death.

101. Plaintiff claims the full measure of damages under the Survival Act and decisional law interpreting said Act.

WHEREFORE, Plaintiff demands judgment in her favor and against Defendants, HP Inc. (formerly Hewlett-Packard Co.), Agilent HP, Inc., PenTeleData Limited Partnership and PenTeleData, Inc., jointly and severally, for statutory and compensatory damages in a sum in excess of fifty thousand dollars (\$50,000.00), exclusive of punitive

damages, pre-judgment interest, post-judgment interest and costs, and for such other relief as this Honorable Court shall deem appropriate under the circumstances.

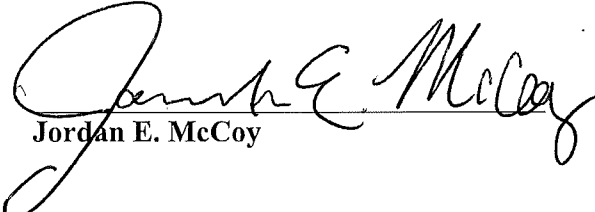
de LUCA LEVINE LLC

BY: 

RAYMOND E. MACK, ESQUIRE
PA ID No.: 91815
E-Mail: rmack@delucallevine.com
PATRICK A. HUGHES, ESQUIRE
PA ID No.: 91415
E-Mail: phughes@delucallevine.com
ANDREW HUNT, ESQUIRE
PA ID No.: 320749
E-Mail: ahunt@delucallevine.com
301 East Germantown Pike, 3rd FL
East Norriton, PA 19401
Telephone: (215) 383-0081
Fax: (215) 383-0082
COUNSEL FOR PLAINTIFF

VERIFICATION

I, Jordan E. McCoy, individually and as the Administratrix of the Estate of Lynn Smith-Highland, deceased, and as the Executrix of the Estate of Thomas R. Highland, deceased hereby state that I do hereby verify that the statements made in the foregoing pleading are true and correct to the best of my knowledge, information and belief. The undersigned understands that the statements therein are made subject to penalties of 18 Pa.C.S. § 4904 relating to unsworn falsification to authorities.


Jordan E. McCoy

Dated: May 25, 2023

EXHIBIT C



Insurance Evidence Services

1290 Main Road
Lehighton, PA 18235

Date: 02/23/2022 Client: Travellers Claim #: IPH3598

Evidence Examined: Highland- All DAY 1

Facilitator: Richard Dennis & Stephen Rynd

SIGN IN SHEET

RICHARD W. WUNDERLEY PE, CFEI
Senior Electrical Engineer



EFI Global, Inc.

129 McCarrell Lane, St. 207
Zelienople, PA 16063
OFFICE 724.473.0515
MOBILE 814.573.2505
FAX 724.473.0523
rich.wunderley@efiglobal.com
www.efiglobal.com

Representing: TRAVELLERS / HIGHLAND

Signature: [Signature]

Technical Fire Analysis, LLC

Fire Origin & Cause Investigations

David B. Klitsch

IAAI-CFI(V)
265 Shepard Place
Lehighton, PA 18235



Mobile: 570-657-0098
Office: 610-379-4445
Email: david@technicalfireanalysis.com

Ph: _____ Email: _____

Representing: HIGHLAND Family

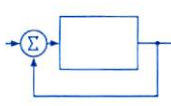
Signature: [Signature]

Electrical Engineering Solutions

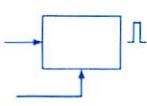
Donald Galler, M.S., P.E.



Failure Analysis



Control Systems



Power Electronics

Phone: 617-253-4554
Fax: 617-253-9451
email: d.galler@comcast.net
dgaller@mit.edu

MIT Office
Room 4-131ba
77 Massachusetts Avenue
Cambridge MA 02139

Representing: HP

Signature: [Signature]



Insurance Evidence Services

1290 Main Road

Lehigh, PA 18235

Date: 02/23/2022 Client: Travellers Claim #: IPH3598Evidence Examined: Highland- All DAY 1Facilitator: Richard Dennis & Stephen Rynd**SIGN IN SHEET**

<p>de Luca Levine SUBROGATION ATTORNEYS</p> <p>Raymond E. Mack Member</p> <p>D: (215) 383-0228 C: (267) 421-1138 E: rmack@delucalevine.com F: (215) 383-0082</p> <p>Three Valley Square Suite 220 Blue Bell, PA 19422 www.delucalevine.com</p> <p>Ph: _____ Email: _____</p>	<p>Representing: <u>Tom Highland</u></p> <p>Signature: <u>[Signature]</u></p>
<p>CED Technologies Incorporated</p> <p>Charlie Martorana, P.E., CFEl Electrical Engineer e-mail: cmartorana@cedtechnologies.com</p> <p>@CED_Tech_Inc CED Technologies, Inc</p> <p>2444 Holly Avenue Annapolis, MD 21401 www.cedtechnologies.com</p> <p>410.224.4235 tel. 800.780.4221 24-hour</p> <p>Ph: _____ Email: _____</p>	<p>Representing: <u>Pew Tel Data</u></p> <p>Signature: <u>[Signature]</u></p>
<p>FJT Technologies LLC Forensic and Consulting Engineering and Training</p> <p>Frank Ferrese, PhD, PE President and Senior Electrical Engineer</p> <p>414 1st Avenue Haddon Heights, NJ 08035</p> <p>tel. (856) 924-4690 frank@fjttech.com www.fjttech.com</p> <p>Ph: _____ Email: _____</p>	<p>Representing: <u>Highland</u></p> <p>Signature: _____</p>



Insurance Evidence Services

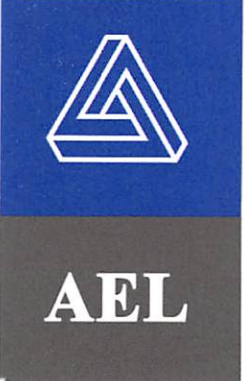

1290 Main Road
Lehigh, PA 18235

Date: 02/23/2022 Client: Travellers Claim #: IPH3598

Evidence Examined: Highland- All DAY 1

Facilitator: ~~Richard Dennis~~ & STEPHEN RYND

SIGN IN SHEET

 <p>Lawrence Sacco 777 New Durham Road, Edison, NJ 08817 Mail To: P.O. Box 3300, Edison, NJ 08818-3300 Main Tel. (732) 429-1200 Main Fax (732) 429-1201 Direct Tel. (732) 429-1235 Direct Fax (732) 429-1261 LSacco@AELgroup.net</p>	<p>Representing: <u>Canon</u></p> <p>Signature: _____</p>
<p>Company: <u>CANON USA</u></p> <p>Name: <u>DOUG PAZMINO</u></p> <p>Address: <u>MELVILLE NY</u></p> <p>Ph: _____ Email: <u>dopazmino@usa-canon.com</u></p>	<p>Representing: <u>CANON</u></p> <p>Signature: <u>Doug Pazmino</u></p>
 <p>Michael D. Eskra CFEI, CVFI, CFI 560 Technology Way, Suite 7 Saukville, WI 53080 Phone/Fax 262.235.4068 Cell 262.707.5855 MikeEskra@aol.com www.eskratechnical.com</p>	<p>Representing: <u>HIGHLAND TRAVELERS</u></p> <p>Signature: <u>Mike Eskra</u></p>



Insurance Evidence Services

1290 Main Road

Lehighton, PA 18235

Date: 02/23/2022 Client: Travellers Claim #: IPH3598Evidence Examined: Highland- All Day 1Facilitator: ~~Richard Dennis~~ & Stephen Ryad**SIGN IN SHEET****PATRICK J. MCGINLEY ASSOC., INC.**

Fire & Code Consultants

Post Office Box 358, Lafayette Hill, PA 19444

Office 1-610-940-0541

Fax 1-610-940-0545

patrick@mcginleyassociates.com

PATRICK J. MCGINLEY III, CFI, CFEI
PRESIDENTRepresenting: CANONSignature: *Patrick J. McGinley III***ANDREW P. CAMPBELL**

Partner

office: (888) 365-2973

fax: (215) 829-4219

apc@delany-law.com

www.Delany-Law.com

Ph: _____ Email: _____

Representing: ATELSignature: *Andrew P. Campbell*

Company: _____

Representing: _____

Name: _____

Address: _____

Signature: _____

Ph: _____ Email: _____

EXHIBIT D



Insurance Evidence Services




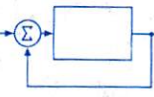
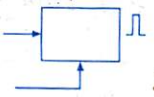
1290 Main Road
Lehighton, PA 18235

Date: 02/24/2022 Client: Travellers Claim #: IPH3598

Evidence Examined: Highland- All Day 2

Facilitator: Stephen Rynd

SIGN IN SHEET

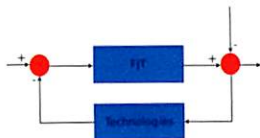
<p>RICHARD W. WUNDERLEY PE, CFEI </p> <p>Senior Electrical Engineer</p> <p>EFI Global, Inc. 129 McCarrell Lane, St. 207 Zelienople, PA 16063 OFFICE 724.473.0515 MOBILE 814.573.2505 FAX 724.473.0523 rich.wunderley@efiglobal.com www.efiglobal.com</p>	<p>Representing: <u>Travellers / Highland</u></p> <p>Signature: <u>[Signature]</u></p>
<p>Technical Fire Analysis, LLC </p> <p>Fire Origin & Cause Investigations</p> <p>David B. Klitsch IAAI-CFI(V) 265 Shepard Place Lehighton, PA 18235</p> <p>Mobile: 570-657-0098 Office: 610-379-4445 Email: david@technicalfireanalysis.com</p> <p>Ph: _____ Email: _____</p>	<p>Representing: <u>HIGHLAND Family</u></p> <p>Signature: <u>[Signature]</u></p>
<p>Electrical Engineering Solutions Donald Galler, M.S., P.E.</p> <p> Failure Analysis  Control Systems  Power Electronics</p> <p>Phone: 617-253-4554 MIT Office Fax: 617-253-9451 Room 4-131ba email: d.galler@comcast.net 77 Massachusetts Avenue dgaller@mit.edu Cambridge MA 02139</p>	<p>Representing: <u>HP</u></p> <p>Signature: <u>Donald Galler</u></p>



Insurance Evidence Services

1290 Main Road

Lehigh, PA 18235

Date: 02/24/2022 Client: Travelers Claim #: IPH3598Evidence Examined: Highland- All Day 2Facilitator: Stephen Rynd**SIGN IN SHEET****ETP**
Eskra Technical Products, Inc.**Michael D. Eskra**
CFEI, CVFI, CFII, PMPPhone/Fax 262.235.4068
Cell 262.707.5855560 Technology Way, Suite 7
Saukville, WI 53080MikeEskra@aol.com
www.eskratechnical.comRepresenting: Travelers / HIGHLANDSignature: M.D. Eskra**FJT Technologies LLC**Forensic and Consulting
Engineering and Training**Frank Ferrese, PhD, PE**
President and Senior Electrical
Engineer414 1st Avenue
Haddon Heights, NJ 08035tel. (856) 924-4690
frank@fjttech.com
www.fjttech.comRepresenting: HighlandSignature: [Signature]

Pn: _____ Email: _____

Cc

Na **Technologies Incorporated****Charlie Martorana, P.E., CFEI**
Electrical Engineere-mail: Cmartorana@cedtechnologies.com

Ad

@CED_Tech_Inc

CED Technologies, Inc

Ph

2444 Holly Avenue
Annapolis, MD 21401
www.cedtechnologies.com410.224.4235 tel.
800.780.4221 24-hourRepresenting: Pen Tel DataSignature: [Signature]



Insurance Evidence Services

1290 Main Road

Lehighton, PA 18235

Date: 02/24/2022 Client: Traverlers Claim #: IPH3598Evidence Examined: Highland- All Day 2Facilitator: Stephen Rynd**SIGN IN SHEET**

 <p>PATRICK J. MCGINLEY ASSOC., INC. Fire & Code Consultants Post Office Box 358, Lafayette Hill, PA 19444 Office 1-610-940-0541 Fax 1-610-940-0545 patrick@mcginleyassociates.com PATRICK J. MCGINLEY III, CFI, CFEI PRESIDENT</p>	Representing: <u>CANON</u> Signature: 
 <p>Douglas Pazmino Engineer, Technical Support II Engineering Division Imaging Technologies & Communications Group Canon U.S.A., Inc. One Canon Park Melville, NY 11747 dopazmino@cusa.canon.com Tel 631.330.4263 Cell 757.748.1751 Fax 631.330.2153</p>	Representing: <u>CANON</u> Signature: 
Company: <u>AEL</u> Name: <u>L. Sacco</u> Address: <u>Edison, NJ</u> Ph: <u>732-429-1200</u> Email: <u>L.Sacco@AELgroup.net</u>	Representing: <u>Canon</u> Signature: 



Insurance Evidence Services

1290 Main Road

Lehigh, PA 18235

Date: 02/24/2022 Client: Travelers Claim #: IPH3598Evidence Examined: Highland- All Day 2Facilitator: Stephen Rynd**SIGN IN SHEET**


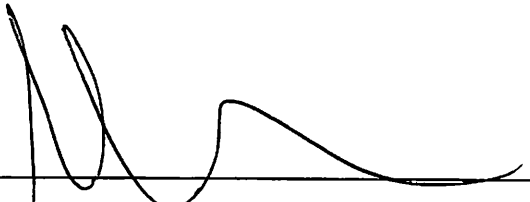
Cc  N: ANDREW P. CAMPBELL Partner office: (888) 365-2973 fax: (215) 829-4219 apc@delany-law.com www.Delany-Law.com Pl	Representing: <u>Pelle</u> Signature: 
Company: _____ Name: _____ Address: _____ _____ Ph: _____ Email: _____	Representing: _____ Signature: _____
Company: _____ Name: _____ Address: _____ _____ Ph: _____ Email: _____	Representing: _____ Signature: _____

EXHIBIT E



No Items in Cart

LOGOUT

kkelly1

Civil Docket Report

A \$5 Convenience fee will be added to the transaction at checkout.

Case Description

Case ID: 230502695
Case Caption: MCCOY ETAL VS HP, INC. ETAL
Filing Date: Thursday , May 25th, 2023
Court: MAJOR JURY-STANDARD
Location: CITY HALL
Jury: JURY
Case Type: PERSONAL INJURY - OTHER
Status: WAITING TO LIST CASE MGMT CONF

Related Cases

No related cases were found.

Case Event Schedule

No case events were found.

Case motions

No case motions were found.

Case Parties





Seq #	Assoc	Expn Date	Type	Name
1			ATTORNEY FOR PLAINTIFF	MACK, RAYMOND E
Address:	301 E. GERMANTOWN PIKE, 3RD FL EAST NORRITON PA 19401 (215)383-0081 rmack@delucalevine.com		Aliases:	none
2	1		PLAINTIFF	MCCOY, JORDAN E
Address:	953 DAUGHERTYS RUN ROAD WILLIAMSPORT PA 177001		Aliases:	none
3	1		ADMINISTRATRIX - PLAINTIFF	SMITH-HIGHLAND, LYNN

Address:	953 DAUGHERTYS RUN ROAD WILLIAMSPORT PA 17701	Aliases:	none	
4	1		EXECUTRIX - PLAINTIFF	HIGHLAND, THOMAS R
Address:	953 DAUGHERTYS RUN ROAD WILLIAMSPORT PA 17701	Aliases:	none	
5	14		DEFENDANT	HP INC
Address:	1501 PAGE MILL ROAD PALO ALTO CA 94304	Aliases:	FORMERLY KNOWN AS, HEWLETT- PACKARD COMPANY	
6			DEFENDANT	AGILENT HP INC
Address:	1501 PAGE MILL ROAD PALO ALTO CO 94304	Aliases:	none	
7	12		DEFENDANT	PENTELEDATA LIMITED PARTNERSHIP
Address:	610 3RD STREET PALMERTON PA 18071	Aliases:	none	
8	12		DEFENDANT	PENTELEDATA INC
Address:	540 DELAWARE AVENUE PALMERTON PA 18071	Aliases:	none	
9	1		ATTORNEY FOR PLAINTIFF	HUGHES, PATRICK A
Address:	301 E. GERMANTOWN PIKE, 3RD FL EAST NORRITON PA 19401 (215)383-0081 phughes@delucalevine.com	Aliases:	none	
10	1		ATTORNEY FOR PLAINTIFF	HUNT, ANDREW G
Address:	301 E. GERMANTOWN PIKE 3RD FLOOR EAST NORRITON PA 19401	Aliases:	none	

	(215)278-4076 ahunt@delucalevine.com			
11			TEAM LEADER	ANDERS, DANIEL J
Address:	529 CITY HALL PHILADELPHIA PA 19107	Aliases:	none	
12			ATTORNEY FOR DEFENDANT	DELANY III, JOHN J
Address:	2000 MARKET STREET SUITE 2300 PHILADELPHIA PA 19103 (215)575-2600 jjdelany@mdwccg.com	Aliases:	none	
13	12		ATTORNEY FOR DEFENDANT	CAMPBELL, ANDREW P
Address:	2000 MARKET STREET #2300 PHILADELPHIA PA 19103 (215)575-2890 APCampbell@MDWCCG.com	Aliases:	none	
14			ATTORNEY FOR DEFENDANT	SPERLING, WARREN F
Address:	CENTRE SQUARE, WEST TOWER 1500 MARKET STREET, 32ND FLOOR PHILADELPHIA PA 19102 (215)665-3334 sperling@bbs-law.com	Aliases:	none	
15	14		ATTORNEY FOR DEFENDANT	TORRES, ALEXANDER D
Address:	CENTRE SQUARE, WEST TOWER 1500 MARKET STREET, 32ND FLOOR PHILADELPHIA PA 19102 (215)665-3313 TORRES@BBS-LAW.COM	Aliases:	none	

Docket Entries

Filing Date/Time	Docket Type	Filing Party	Disposition Amount
25-MAY-2023 10:37 AM	ACTIVE CASE		
Docket Entry:	E-Filing Number: 2305059395		
25-MAY-2023 10:37 AM	COMMENCEMENT CIVIL ACTION JURY	MACK, RAYMOND E	
Documents:	Click link(s) to preview/purchase the documents Final Cover <div>Click HERE to purchase all documents related to this one docket entry</div>		
Docket Entry:	none.		
25-MAY-2023 10:37 AM	COMPLAINT FILED NOTICE GIVEN	MACK, RAYMOND E	
Documents:	Click link(s) to preview/purchase the documents Jordan McCoy Complaint.PDF <div>Click HERE to purchase all documents related to this one docket entry</div>		
Docket Entry:	COMPLAINT WITH NOTICE TO DEFEND WITHIN TWENTY (20) DAYS AFTER SERVICE IN ACCORDANCE WITH RULE 1018.1 FILED.		
25-MAY-2023 10:37 AM	JURY TRIAL PERFECTED	MACK, RAYMOND E	
Docket Entry:	12 JURORS REQUESTED.		
25-MAY-2023 10:37 AM	WAITING TO LIST CASE MGMT CONF	MACK, RAYMOND E	
Docket Entry:	none.		
25-MAY-2023 11:40 AM	ENTRY OF APPEARANCE	HUGHES, PATRICK A	
Documents:	Click link(s) to preview/purchase the documents EOA PXH.PDF <div>Click HERE to purchase all documents related to this one docket entry</div>		
Docket	ENTRY OF APPEARANCE OF PATRICK A HUGHES FILED. (FILED ON BEHALF		

Entry:	OF THOMAS R HIGHLAND, LYNN SMITH-HIGHLAND AND JORDAN E MCCOY)		
25-MAY-2023 11:42 AM	ENTRY OF APPEARANCE-CO COUNSEL	HUNT, ANDREW G	
Documents:	Click link(s) to preview/purchase the documents EOAAGH.PDF		
	 Click HERE to purchase all documents related to this one docket entry		
Docket Entry:	ENTRY OF APPEARANCE OF ANDREW G HUNT AS CO-COUNSEL FILED. (FILED ON BEHALF OF THOMAS R HIGHLAND, LYNN SMITH-HIGHLAND AND JORDAN E MCCOY)		
05-JUN-2023 04:30 PM	ENTRY OF APPEARANCE	DELANY III, JOHN J	
Documents:	Click link(s) to preview/purchase the documents JJD APC EOA.PDF		
	 Click HERE to purchase all documents related to this one docket entry		
Docket Entry:	ENTRY OF APPEARANCE OF ANDREW P CAMPBELL AND JOHN J DELANY FILED. (FILED ON BEHALF OF PENTELEDATA INC AND PENTELEDATA LIMITED PARTNERSHIP)		
05-JUN-2023 04:30 PM	JURY TRIAL PERFECTED	DELANY III, JOHN J	
Docket Entry:	12 JURORS REQUESTED.		
14-JUN-2023 09:55 AM	AFFIDAVIT OF SERVICE FILED	MACK, RAYMOND E	
Documents:	Click link(s) to preview/purchase the documents Affidavit of Service HP.PDF		
	 Click HERE to purchase all documents related to this one docket entry		
Docket Entry:	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON HP INC BY CERTIFIED MAIL ON 06/06/2023 FILED. (FILED ON BEHALF OF THOMAS R HIGHLAND, LYNN SMITH-HIGHLAND AND JORDAN E MCCOY)		
14-JUN-2023 09:56 AM	AFFIDAVIT OF SERVICE FILED	MACK, RAYMOND E	
Documents:	Click link(s) to preview/purchase the documents Affidavit of Service Agilent HP.PDF		
	 Click HERE to purchase all documents related to this one docket entry		
Docket Entry:	AFFIDAVIT OF SERVICE OF PLAINTIFF'S COMPLAINT UPON AGILENT HP INC BY CERTIFIED MAIL ON 05/30/2023 FILED. (FILED ON BEHALF OF THOMAS R HIGHLAND, LYNN SMITH-HIGHLAND AND JORDAN E MCCOY)		

16-JUN-2023 11:25 AM	SHERIFF'S SERVICE	MACK, RAYMOND E	
Documents:	Click link(s) to preview/purchase the documents Sheriff Return of Service Penteldata Inc served.pdf <div>Click HERE to purchase all documents related to this one docket entry</div>		
Docket Entry:	DEPUTIZED SERVICE OF PLAINTIFF'S COMPLAINT UPON PENTELEDATA INC BY SHERIFF OF CARBON COUNTY ON 06/01/2023. (FILED ON BEHALF OF THOMAS R HIGHLAND, LYNN SMITH-HIGHLAND AND JORDAN E MCCOY)		
22-JUN-2023 02:41 PM	SHERIFF'S SERVICE	MACK, RAYMOND E	
Documents:	Click link(s) to preview/purchase the documents Sheriff ROS Penteldata Limited Partnership Served.pdf <div>Click HERE to purchase all documents related to this one docket entry</div>		
Docket Entry:	DEPUTIZED SERVICE OF PLAINTIFF'S COMPLAINT UPON PENTELEDATA LIMITED PARTNERSHIP BY SHERIFF OF CARBON COUNTY ON 06/21/2023. (FILED ON BEHALF OF THOMAS R HIGHLAND, LYNN SMITH-HIGHLAND AND JORDAN E MCCOY)		
05-JUL-2023 11:50 AM	ANSWER TO COMPLAINT FILED	DELANY III, JOHN J	
Documents:	Click link(s) to preview/purchase the documents PenTeleData Answer New Matter Crossclaim Omnibus Reply Crossclaim rvd 6.pdf <div>Click HERE to purchase all documents related to this one docket entry</div>		
Docket Entry:	ANSWER WITH NEW MATTER AND CROSSCLAIM TO PLAINTIFF'S COMPLAINT FILED. (FILED ON BEHALF OF PENTELEDATA INC AND PENTELEDATA LIMITED PARTNERSHIP)		
11-JUL-2023 10:58 AM	REPLY TO NEW MATTER	HUGHES, PATRICK A	
Documents:	Click link(s) to preview/purchase the documents Reply to NM Penteldata Limited Partnership and Penteldata Inc.PDF <div>Click HERE to purchase all documents related to this one docket entry</div>		
Docket Entry:	REPLY TO NEW MATTER OF PENTELEDATA LIMITED PARTNERSHIP AND PENTELEDATA INC FILED. (FILED ON BEHALF OF THOMAS R HIGHLAND, LYNN SMITH-HIGHLAND AND JORDAN E MCCOY)		
19-JUL-2023 11:25 AM	ENTRY OF APPEARANCE	SPERLING, WARREN F	
Documents:	Click link(s) to preview/purchase the documents EOA with JD by WFS and ADT.pdf <div>Click HERE to purchase all documents related to this one docket entry</div>		

Docket Entry:	ENTRY OF APPEARANCE OF WARREN F SPERLING AND ALEXANDER D TORRES FILED. (FILED ON BEHALF OF HP INC)		
19-JUL-2023 11:25 AM	JURY TRIAL PERFECTED	SPERLING, WARREN F	
Docket Entry:	12 JURORS REQUESTED.		

[▶ Case Description](#)[▶ Related Cases](#)[▶ Event Schedule](#)[▶ Case Parties](#)[▶ Docket Entries](#)[E-Filing System](#)[Search Home](#)[Return to Results](#)

EXHIBIT F

Kelly, Kevin M

From: Raymond Mack <rmack@delucalevine.com>
Sent: Thursday, June 15, 2023 5:39 PM
To: Kelly, Kevin M
Cc: Patrick Hughes; Andrew Hunt
Subject: Re: [External] Highland IPH3598
Attachments: Personal Injury Complaint 5.25.23.pdf; Complaint (25).pdf

Follow Up Flag: Follow up
Flag Status: Completed

**CAUTION: This email came from outside of the company.
Please exercise caution when opening attachments, clicking links or responding to this email. The original sender of this email is rmack@delucalevine.com.**

Ha! Very loosely.

Hope all is well.

We don't have any objection to consolidation if you land back in state court.

Good luck!

On Jun 15, 2023, at 2:40 PM, Kelly, Kevin M <KMKELLY2@travelers.com> wrote:

Gents (used loosely)

Do you have any opposition to Travelers (Farmington Casualty Co.) filing a motion to remand from Federal Court and consolidate our action (attached) with yours in State Court???

Kevin M. Kelly
Attorney at Law
William J. Ferren & Associates
Pennsylvania Staff Counsel Offices
Blue Bell, PA
Direct: (215) 274-1719
Office: (215) 274-1700
Mobile: (215) 692-3317
Fax (215) 274-1722
Email: Kmkelly2@travelers.com

Documents that *cannot* be sent electronically should be mailed to:
P.O. Box 2903
Hartford, CT 06104-2903

Not a Partnership or Professional Corporation
All attorneys are Employees of The Travelers Indemnity Company and its Property Casualty Affiliates

This message (including any attachments) may contain confidential, proprietary, privileged and/or private information. The information is intended to be for the use of the individual or entity designated above. If you are not the intended recipient of this message, please notify the sender immediately, and delete the message and any attachments. Any disclosure, reproduction, distribution or other use of this message or any attachments by an individual or entity other than the intended recipient is prohibited.

EXHIBIT G

U.S. District Court — Judicial Caseload Profile

PENNSYLVANIA EASTERN

PENNSYLVANIA EASTERN			12-Month Periods Ending					
			Mar 31 2018	Mar 31 2019	Mar 31 2020	Mar 31 2021	Mar 31 2022	Mar 31 2023
Overall Caseload Statistics	Filings ¹		7,939	7,878	8,422	7,457	6,674	6,730
	Terminations		8,197	7,586	7,239	6,352	7,058	8,161
	Pending		7,396	7,704	8,924	10,018	9,592	8,169
	Percent Change in Total Filings Current Year Over Earlier Year		-15.2	-14.6	-20.1	-9.7	0.8	
Number of Judgeships			22	22	22	22	22	22
Vacant Judgeship Months ²			54.0	56.8	53.0	25.5	57.9	51.0
Actions per Judgeship	Filings	Total	361	358	383	339	303	306
		Civil	314	313	341	315	272	277
		Criminal Felony	30	33	33	19	21	21
		Supervised Release Hearings	16	12	10	5	10	8
	Pending Cases ²		336	350	406	455	436	371
	Weighted Filings ²		314	305	329	304	287	271
	Terminations		373	345	329	289	321	371
	Trials Completed		9	6	9	2	6	7
	Median Time (Months)	From Filing to Disposition	Criminal Felony	14.9	14.2	13.9	16.9	21.9
Civil ²			5.8	5.8	5.8	6.1	6.7	8.5
From Filing to Trial ² (Civil Only)		21.2	21.7	19.7	-	24.9	23.5	
Other	Number (and %) of Civil Cases Over 3 Years Old ²		1,082 17.7	1,120 17.7	1,514 20.1	1,532 17.7	1,940 23.5	2,025 29.2
	Average Number of Felony Defendants Filed per Case		1.3	1.3	1.3	1.2	1.3	1.2
	Jurors	Avg. Present for Jury Selection	60.6	61.2	55.5	65.0	53.4	59.7
		Percent Not Selected or Challenged	44.5	43.8	39.1	35.0	44.9	44.7

Numerical
Standing
Within

U.S.	Circuit
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52	1
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77	5
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48	5
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94	6
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86	4
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63	6
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81	5
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70	4
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90	5
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88	5
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27	3
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6	1
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84	4
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2023 Civil Case and Criminal Felony Defendant Filings by Nature of Suit and Offense

Type of	Total	A	B	C	D	E	F	G	H	I	J	K	L
Civil	6,084	180	408	1,023	4	60	368	787	825	253	1,341	8	827
Criminal ¹	458	-	96	15	91	86	84	25	2	37	5	5	12

NOTE: Criminal data in this profile count defendants rather than cases and therefore will not match previously published numbers.

¹ Filings in the "Overall Caseload Statistics" section include criminal transfers, while filings by "Nature of Offense" do not.² See "Explanation of Selected Terms."

U.S. District Court — Judicial Caseload Profile

PENNSYLVANIA MIDDLE

PENNSYLVANIA MIDDLE			12-Month Periods Ending						Numerical Standing Within	
			Mar 31 2018	Mar 31 2019	Mar 31 2020	Mar 31 2021	Mar 31 2022	Mar 31 2023		
Overall Caseload Statistics	Filings ¹		3,251	3,035	2,817	3,122	2,747	2,757	U.S.	Circuit
	Terminations		3,111	3,031	3,090	2,860	2,902	2,955		
	Pending		3,980	3,987	3,708	3,981	3,864	3,679		
	Percent Change in Total Filings Current Year Over Earlier Year		-15.2	-9.2	-2.1	-11.7	0.4			
Number of Judgeships			6	6	6	6	6	6	55	2
Vacant Judgeship Months ²			0.0	5.6	7.2	0.0	0.0	12.0		
Actions per Judgeship	Filings	Total	542	506	470	520	458	460	42	2
		Civil	434	396	386	437	356	369	32	3
		Criminal Felony	88	88	69	71	83	73	45	1
		Supervised Release Hearings	20	21	15	13	20	18	75	1
	Pending Cases ²		663	665	618	664	644	613	22	3
	Weighted Filings ²		474	452	417	461	437	418	42	3
	Terminations		519	505	515	477	484	493	36	3
	Trials Completed		28	25	19	17	28	26	15	1
	Median Time (Months)	From Filing to Disposition	Criminal Felony	14.5	14.5	16.8	23.3	23.0	20.2	81
Civil ²			9.9	9.8	11.3	10.0	11.0	12.0	76	5
From Filing to Trial ² (Civil Only)		34.8	34.9	37.2	-	41.1	-	-	-	
Other	Number (and %) of Civil Cases Over 3 Years Old ²		218 7.5	239 8.3	271 10.1	297 10.3	274 10.4	281 11.3	49	2
	Average Number of Felony Defendants Filed per Case		1.3	1.3	1.3	1.5	1.4	1.4		
	Jurors	Avg. Present for Jury Selection	52.0	51.9	48.8	55.1	47.0	63.1		
		Percent Not Selected or Challenged	33.5	39.6	38.5	34.6	33.4	39.8		

2023 Civil Case and Criminal Felony Defendant Filings by Nature of Suit and Offense

Type of	Total	A	B	C	D	E	F	G	H	I	J	K	L
Civil	2,212	167	22	924	4	19	63	146	199	34	472	1	161
Criminal ¹	435	3	186	46	60	68	15	26	6	2	5	1	17

NOTE: Criminal data in this profile count defendants rather than cases and therefore will not match previously published numbers.

¹ Filings in the "Overall Caseload Statistics" section include criminal transfers, while filings by "Nature of Offense" do not.

² See "Explanation of Selected Terms."

U.S. District Court — Judicial Caseload Profile

PENNSYLVANIA WESTERN

PENNSYLVANIA WESTERN			12-Month Periods Ending					
			Mar 31 2018	Mar 31 2019	Mar 31 2020	Mar 31 2021	Mar 31 2022	Mar 31 2023
Overall Caseload Statistics	Filings ¹		3,323	3,398	3,512	3,870	3,692	3,436
	Terminations		3,185	3,345	3,229	3,258	3,504	3,552
	Pending		2,795	2,843	3,117	3,744	3,917	3,770
	Percent Change in Total Filings Current Year Over Earlier Year		3.4	1.1	-2.2	-11.2	-6.9	
	Number of Judgeships		10	10	10	10	10	10
Vacant Judgeship Months ²			55.1	65.9	42.4	9.1	0.0	0.0
Actions per Judgeship	Filings	Total	332	340	351	387	369	344
		Civil	259	268	272	301	290	288
		Criminal Felony	56	56	63	78	72	41
		Supervised Release Hearings						
			17	16	17	8	7	15
	Pending Cases ²		280	284	312	374	392	377
	Weighted Filings ²		308	301	326	383	351	302
	Terminations		319	335	323	326	350	355
	Trials Completed		19	20	26	12	17	22
Median Time (Months)	From Filing to Disposition	Criminal Felony	16.1	15.0	15.0	16.8	18.6	22.3
		Civil ²	6.1	6.2	6.0	5.6	6.7	6.6
	From Filing to Trial ² (Civil Only)		33.5	32.4	33.2	-	44.5	33.3
Other	Number (and %) of Civil Cases Over 3 Years Old ²		52 2.7	57 3.0	56 2.8	80 3.5	109 4.4	125 4.7
	Average Number of Felony Defendants Filed per Case		1.4	1.3	1.5	1.7	1.6	1.4
	Jurors	Avg. Present for Jury Selection	48.4	53.1	57.7	0	53.8	72.3
		Percent Not Selected or Challenged	39.7	41.8	44.0	0	43.9	59.8

Numerical
Standing
Within

U.S.	Circuit
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79	3
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71	4
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47	4
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76	3
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80	2
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61	5
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74	4
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73	5
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24	3
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87	4
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11	1
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27	2
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9	1
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2023 Civil Case and Criminal Felony Defendant Filings by Nature of Suit and Offense

Type of	Total	A	B	C	D	E	F	G	H	I	J	K	L
Civil	2,877	105	293	778	11	25	168	256	187	51	782	1	220
Criminal ¹	411	-	212	5	68	44	8	46	1	6	7	3	11

NOTE: Criminal data in this profile count defendants rather than cases and therefore will not match previously published numbers.

¹ Filings in the "Overall Caseload Statistics" section include criminal transfers, while filings by "Nature of Offense" do not.² See "Explanation of Selected Terms."